Abernathy Const Co Inc

BIDDING DOCUMENTS
CONTRACT DOCUMENTS, AND CONSTRUCTION SPECIFICATIONS
for
TRAIL CREEK RELIEF SEWER
THE CITY OF ATHENS, GEORGIA

UPSHAW. C. BENTLEY, JR., MAYOR

CITY COUNCIL

W. Calvin Bridges	Jerry Nicholson
Robert H. Carson	Hugh Hale
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Bryan C. Craft	John E. Taylor
George M. Hester	Edward L. Turner

William T. Cook, Jr.—Administrative Assistant
H. L. Pittard - City Engineer
Denny C. Galis City Attorney

PROJECT NUMBER C.D.-I-003
COMMUNITY DEVELOPMENT DEPARTMENT
C. M. Adams - Director

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SECTION A

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR THE INVITATION TO BID ON

TRAIL CREEK RELIEF SEWER

Community Development Department
Project No. CD-1-003

Sealed proposals from General Contractors will be received by H. L. Pittard, City Engineer, for the City of Athens, Georgia, at the City Hall up to 3:00 p.m. D.S.T. Time on August 4, 1977, for all labor and/or materials required to fully complete Trail Creek Sewer Relief.

All proposals will be publicly opened and read aloud at 3:00 p.m. D.S.T. Time on August 4, 1977, at the Conference Room, Athens City Hall, Athens, Georgia.

Bidding documents may be obtained from H. L. Pittard, City Engineer, City Hall, Athens, Georgia 30603, beginning July 18, 1977. A Pre-Bid Conference will be held in the Conference Room, City Hall, City of Athens, Athens, Georgia, on August 4, 1977, at 2:00 for all those contractors holding Bid Documents. At such a time a representative of the Community Development Department will be available to answer any questions concerning General Labor Standards Provisions. Applications for documents, together with deposit of $20.00 per set, should be filed promptly with H. L. Pittard, City Engineer, City Hall, Athens, Georgia 30603. Bidding materials will be forwarded, shipping charges collect, upon receiving deposit. The full amount of deposit for documents will be refunded to each contractor who submits a bona fide bid upon return of such documents in good condition within 30 days after date of opening bids. All other deposits for complete sets will be refunded with deduction of $10.00 upon return of same in good condition within 30 days after date of opening bids. Otherwise, the entire deposit may be retained by H. L. Pittard, City Engineer. Vendors or sub-contractors may obtain partial sets at actual cost of reproduction without refund.

Contract, if awarded will be on a Lump sum/Unit price basis. No bid may be withdrawn for a period of 30 days after the time and date of opening. Bids must be accompanied by the proposal, the breakdown, and a Bid Bond from a Corporate Surety Agency authorized to do business in Georgia in an amount not less than 5 percent of bid base. Both Performance and Payment Bonds from a Corporate Surety Agency authorized to do business in Georgia will be required in an amount equal to 100 percent of the contract price. Surety agents must have a local agent located and authorized to do business in Clarke County, Georgia.

Bidders attention is called to sheet 2 of the plans station 15+34 to station 16+58 and station 27+30 to station 28+00. Bridges in these areas are of a low clearance nature and may require unusual construction techniques. Any additional work necessary in these areas must be considered by the contractor and be included in his price for pipeline installation. No separate payment or change order will be issued for this work. After bids are received and the low bidder established and notified, the method of construction must be indicated and approved by the Owner prior to the contractor starting work on the project.

All persons or firms desiring to submit bids on said site plans shall be required to comply with the Federal Labor Standards Provisions, General Conditions, Section E, Subsection 50 through 68(a), and will be supplied with the plans and specifications.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. No conditional bids will be accepted.

By Upshaw C. Bentley
UPSHAW C. BENTLEY, MAYOR
CITY OF ATHENS, GEORGIA

SECTION B

INFORMATION FOR BIDDERS

INSTRUCTIONS TO BIDDERS
AND
SPECIAL PROVISIONS

1. Intention: It is intended that the Instructions to Bidders and Special Provisions, General Conditions, Detailed Specifications, and Contract Drawings shall provide for the complete work to which they relate.

2. Definitions: Where the following words or pronouns used in their stead occur herein, they shall have the following meaning:

"OWNER" shall mean the CITY OF ATHENS, GEORGIA, party of the second part, to the following agreement, or their duly authorized and legal representative.

"ENGINEER" shall mean the City of Athens, City Engineer or their duly authorized representatives.

"CONTRACTOR" shall mean the party of the first part to the following agreement, or the legal authorized representatives of such party.

3. Work to be Done: The work to be done consists of furnishing all materials and equipment and performing all labor necessary for constructing "Sewerage System Improvements, North Oconee Relief Sewer" dated March, 1975, as set forth in the Proposal form, as shown on the Drawings, and as specified.

4. Site Examination: The Bidder is expected and requested to examine the location of the work and to inform himself fully as to the structural and mechanical conditions; the conformation of the ground; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the contract.

5. Drawings: The character and location of the work, together with the essential details, are shown upon a set of Drawings, entitled:

ATHENS-CLARKE COUNTY, GEORGIA
SEWERAGE SYSTEM IMPROVEMENTS
"TRAIL CREEK INTERCEPTOR"
JUNE, 1977

The Drawings and the Specifications shall form a part of the contract for the work. The approved plans will be supplemented by such working drawings as are necessary. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing.

6. Working Drawings: Working drawings shall consist of such detail drawings as may be required for prosecution of the work, but not included in the contract drawings. All necessary working drawings shall be furnished by the Contractor. Working drawings shall include shop details, masonry layout diagrams, bending diagrams for reinforcing steel, piping layouts, and all other such working drawings as may be required by the Specifications, and as necessary for successful completion of the work. Approval by the Engineer must be obtained before any work involving these drawings may be performed.

(a) Check by Contractor: The Contractor shall check all shop drawings and working drawings for accuracy of dimensions and details, and for conformance with contract drawings and specifications, before submitting such drawings to the Engineer for approval. The Contractor shall indicate that shop and working drawings have been checked by an appropriate stamp or notation on the face of the drawings.

(b) Responsibility for Accuracy: Approval by the Engineer of the Contractor's working drawings does not relieve the Contractor for accuracy of dimensions and details. The Contractor shall be responsible for agreement and conformity of these working drawings with the contract drawings and specifications.

(c) Payment: The Contract price shall include the cost of furnishing all working drawings, and the Contractor shall be allowed no extra compensation for furnishing such working drawings.

7. Cooperation of Contractor: The Contractor will be supplied with five (5) copies of the plans and specifications. The Contractor shall have available on the work, at all times, one (1) copy of each of said plans and specifications. He shall give the work the constant attention necessary to facilitate progress thereof and shall cooperate with Engineer and other Contractors in every way possible. Contractor shall at all times have a Superintendent, satisfactory to the Engineer, capable of acting as his agent on the work, who shall receive instructions from the Engineer of his authorized representatives. The Superintendent shall have full authority to execute the orders or directions of the Engineer without delay and to promptly supply such materials, tools, equipment and labor as may be required.

8. Order of Work: The order of work shall be the Contractor's option to most expeditiously complete the work, subject to the approval of the Engineer.

9. Proposals: All proposals must be made on the Proposal form included herein and shall be for materials and work shown on the Drawings and/or specified. Proposal forms shall not be detached from these Specifications. Proposals are to be enclosed in a sealed envelope addressed to The Mayor and Council of the City of Athens, Georgia, and shall be labeled "Proposal: Sewerage System Improvements, North Oconee Relief Sewer, Athens, Georgia."

If forwarded by mail the sealed envelope containing the Proposal must be enclosd in another envelope addressed as specified.

(a) Unit Price Items: The itemized quantities given in the Proposal are unit price work and shall be considered by the Contractor as the quantities required to complete the work. Should the actual quantities required in the construction of the work be greater than or less than the quantities shown in the items, an amount equal to the difference in quantities at the unit prices bid for the items will be added to or deducted from the total contract amount.

(b) Lump Sum Prices: Where itemized prices are not given in the Proposal, the work shown on the Drawings or specified shall be considered by the Contractor to be sufficient for completion of his contract for the lump sum prices bid. Should the actual quantities required for construction be greater than or less than the work shown on the Drawings, or specified, an amount equal to the difference in quantities at the unit prices bid for

authorized changes in work will be added to or deducted from the contract price.

(c) Total Amount Bid: The correct total amount bid is defined as the correct sum total of amounts bid for the items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed in the Proposal for the item, multiplied by the unit price bid.

10. Extra Work Items in Proposal: The Proposal contains certain unit price items entitled "Extra Work if Ordered by Engineer". In each such item the estimated quantity is based upon the average amount of extra work encountered in a typical job. The stated quantities are not guaranteed, but are included in the Proposal in order to determine in advance of construction the actual low bidder. No work included in such items will be authorized for payment without advance authorization by the Engineer.

11. Time of Completion and Liquidated Damages: The time allowed for completion of all work to be done under this contract shall be computed from the date specified in the notification by the Engineer to proceed with the work and shall be as stated in the Proposal and Construction Agreement. Time is of the essence of this contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of one hundred ($100.00) dollars for each calendar day that he shall be in default of completing all the work within the time limit named herein. Such notification will be issued upon completion of the Construction Agreement, and in accordance with approved construction schedule, arranged to be within the contract time for completion.

12. Bid Security: Each Proposal must be accompanied by a certified check or by a bid bond for an amount equal to at least 10% of the amount of the bid, to guarantee that the successful bidder will, within ten (10) days from the date of the notice of award of contract, enter into a contract with the Owner, and execute to said Owner a Performance Bond and Payment Bond, the said contract and bonds to be in the form set forth in the Contract, Bond and Specifications referred to in said Advertisement for Bids. If for any reason whatever, the Bidder withdraws from the competition after opening the bids, or refuses to execute the required Contract, Performance and Payment Bond, if his Bid is accepted, the Owner may retain the amount of the certified check, or proceed on the Bid Bond. The Surety on the Contract Performance Bond and the Payment Bond shall be a surety company authorized to do business in the State of Georgia, Clarke County. Said bond and surety shall be subject to approval by the Attorney for the Owner.

13. Insurance Coverage: The Bidders' attention is directed to the fact that the Contractor will be required to secure insurance of the type, and of the amounts, described in the General Conditions.

14. Bids Opening in Public: Bidders are requested to be present at the opening of Proposals, which will be in public.

15. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided, further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other

modification so that final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

16. Right to Reject Bids: The Owner reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening Proposals. Any unauthorized conditions, limitations or provisos attached to the Proposal, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

17. Determination of Low Bid: The Contract will be awarded, if it is awarded, to the lowest responsible bidder or bidders. The Owner will decide which is the lowest responsible bidder, and in determining such bidder, the following elements are to be considered: Whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience on similar type of work and scope.

18. Return of Bid Security: The Owner will, within ten (10) days following the opening of bids, return the certified check or bid bond of all Bidders, except the checks or bonds posted by the three lowest bidders, and upon the final award and execution of contract the remaining checks and bonds will be promptly returned.

19. Interpretation of Plans and Specifications: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or as to the scope of any part of the work, he shall submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its proper delivery in ample time for an interpretation to be issued not later than three (3) days prior to the letting date. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other interpretations of the proposed documents.

20. Complete Work Required: The Specifications, the Plans, and all Supplementary Documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy in the plans, figured dimensions shall govern. In case of omissions from the Specifications, as to items of equipment and materials or quantities therefor, the plans shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

21. Construction Stakes: Subsidiary lines and grades shall be laid out by the Contractor from the controlling lines and bench marks furnished by the Engineer or from measurements shown on the Drawings. All lines and grades shall be subject to checking by the Engineer, but this checking shall in no wise relieve the Contractor from responsibility for their correctness.

The Contractor shall provide such stakes, materials, and such labor and assistance as the Engineer may require in laying out work, establishing bench marks and checking and measuring the work.

22. Authority and Duties of Inspector: Inspectors shall be authorized to inspect all work done and all materials furnished, including preparation, fabrication and manufacture of the materials to be used. The Inspector shall not be authorized to alter or waive any requirements of the Specifications. He shall call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and Contract. He may reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer.

The presence of the Inspector shall in no wise lessen the responsibility of the Contractor.

23. Inspection: The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Specifications and Contract. No work shall be done or materials used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.

24. Defective Work and Materials: The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract and defective work shall be made good, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or as preventing the Owner at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed against defects in workmanship or material for a period of one year.

25. Rejection of Work and Materials: All materials furnished and work done when not in accordance with the Specifications and Contract, will be rejected and shall immediately be removed and other work done and materials furnished in accordance therewith. If the Contractor fails to remove the work and materials as above ordered, within forty-eight hours, then the Engineer shall have the right and authority to stop the Contractor and his work at once and to supply men and material at the cost and expense of the Contractor to remove said work and materials.

26. Corrections: Should any portions of the Plans and Specifications be obscure or in dispute, they shall be referred to the Engineer and he shall decide as to the true meaning and intent. He shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said Plans and Specifications.

27. Disagreement: Should any disagreement or difference arise as to the estimate, quantities or classifications, or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decision of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

28. Weather: During unseasonable weather, all work must stop when the Engineer so directs and all work must be suitably protected.

29. Right-of-Way: The necessary land for the construction of the work will be furnished by the Owner. All operations shall be confined to the assigned area. The Owner will provide no right-of-way over other property. The Contractor shall take every possible precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public highways shall not be obstructed in such a way as to cut off traffic. The Contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

The Contractor shall confine all construction activities within rights-of-way obtained by the Owner. In roadways and streets, existing right-of-way limits shall be observed. Wholesale cutting of trees will not be permitted. The Contractor shall preserve as many trees as possible.

30. Competent Labor: The Contractor shall employ only competent and skilled men on the work. The Contractor shall have a competent Superintendent or Foreman present at all times when the work is in progress with authority to receive orders and execute the work.

The Contractor shall, upon demand from the Engineer, immediately remove any Superintendent, Foreman or workman whom the Engineer may consider incompetent or undesirable.

31. Contractor's Availability: The Contractor shall have a responsible representative on call at all times. The Contractor will also maintain a crew with necessary tools and equipment available on call after normal working hours, on weekends during inclement weather and other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under this Contract.

32. Laws and Regulations: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times, himself observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

33. Protective Works: The Contractor shall furnish and install all necessary temporary works for the protection of the work, including barricades, warning signs, and lights at night.

34. Safety Regulations: The performance of the work under this contract shall comply with safety regulations prescribed by the Owner. Each bidder shall satisfy himself as to the character and extent of such regulations.

35. Sanitary Regulations: Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced.

36. Shanties: Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

37. Omitted

38. Access Roads: Streets, roads, and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic or vehicles used, or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period.

39. Water Supply: The Owner will furnish all water necessary for construction of testing operations. All connections and other means of conducting water must be provided by the Contractor.

40. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

41. Georgia State Sales Tax: Bidders shall include in amounts bid in the Proposal an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this Contract.

42. Cleaning Up: Before the work is considered complete, all rubbish and unused material due to, or connected with, the construction shall be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fences, and other public and private property disturbed or damaged shall be restored to their former condition; final payment will be withheld until such work is finished.

43. Non-Discrimination in Employment: Contracts for this work will obligate the Contractor and his subcontractors not to discriminate in employment practices. The Contractor and his subcontractors will be required to comply with the President's Executive Orders Nos. 11246 and No. 11375. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

44. Labor Requirements: See Labor Standards Form in these documents. Preference in employment on this Project will, insofar as practicable, be given to qualified local labor.

45. Special Notice to Bidders on Contractos Over $1,000,000.00: The Environmental Protection Agency requires a pre-award conference if a proposed construction contract exceeds one million dollars to determine if the prospective contractor is in compliance with the Equal Employment Opportunity requirements of

Executive Order #11246 of September 24, 1965. In such instances, the Environmental Protection Agency will schedule a meeting in which the prospective contractor must specify what affirmative action he has taken or proposes to take to assure equal employment opportunity; action be approved by the Equal Opportunity Office of the Environmental Protection Agency before award of the Contract will be authorized.

46. Non-Segregation Facilities Requirements: Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin.

SECTION C

PROPOSAL FORM AND BREAKDOWN

P R O P O S A L

Submitted _____

TO THE MAYOR AND COUNCIL OF THE CITY OF ATHENS

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Mayor and Council of the City of Athens in the form of contract specified, to furnish all necessary materials, equipment, machinery tools, apparatus, means of transportation, and labor necessary to and to complete the works specified, under the following items, and in the contract, and called for by the specifications, in the manner specified and the time mentioned, according to the requirements or hereinafter set forth, for the following prices to include all cost incidental to the work to which it applies, to wit: Abernathy Construction Co., Inc.

_____ for the sum of

One Hundred Ninty one thousand Nine hundred eighty four Dollars and eighty Cents DOLLARS

$ 191,984.80 .

SEWERS AND APPURTENANCES

Item No.	Approx. Quan.	Unit	Description	Unit Price	Total Price
1.	1	LS	Clearing & Grubbing	10,000.00	10,000.00
2.			30" Concrete Pipe:		
(a)	44	L.F.	0'-6' cut	40.20	1,768.80
(b)	63	L.F.	6'-8' cut	40.20	2,532.60
(c)	97	L.F.	8'-10' cut	40.20	3,899.40
(d)	235	L.F.	10'-12' cut	40.20	9,447.00
(e)	179	L.F.	12'-14' cut	42.20	7,553.80
(f)	67	L.F.	14'-16' cut	44.20	2,961.40
3.			24" Concrete Pipe:		
(a)	70	L.F.	0'-6' cut	35.20	2,464.00
(b)	190	L.F.	6'-8' cut	35.20	6,688.00
(c)	673	L.F.	8'-10' cut	35.20	23,689.60
(d)	1089	L.F.	10'-12' cut	35.20	38,332.80
(e)	762	L.F.	12'-14' cut	37.20	28,346.40
(f)	195	L.F.	14'-16' cut	38.20	7449.00
4.			30" Ductile Iron Pipe:		
(a)	47'	L.F.	0'-6' cut	53.50	2,514.50
(b)	7'	L.F.	6'-8' cut	53.50	374.50
5.			24" Ductile Iron Pipe		
(a)	20'	L.F.	0'-6' cut	53.50	1070.00
(b)	16'	L.F.	10'-12' cut	63.50	1,016.00
	SUB-TOTAL		2 thru 5 inclusive **********		150,107.80
6.			4'0" Dia. Manholes:		
(a)	1 ea.		6'-8' deep	700.00	700.00
(b)	2 ea.		8'-10' deep	750.00	1,500.00
(c)	3 ea.		10'-12' deep	800.00	2,400.00
(d)	3 ea.		12'-14' deep	950.00	2,850.00

Item No.	Approx. Quan.	Unit	Description	Unit Price	Total Price
6.	(Cont'd)				
(e)	3	ea.	14'-16' deep	1,000.00	3,000.00
(f)	2	ea.	16'-18' deep	1,050.00	2,100.00
7.			5'0" Dia. Manholes:		
(a)	2	ea.	8'-10' deep	1,050.00	2,100.00
(b)	1	ea.	10'-12' deep	1,200.00	1,200.00
(c)	2	ea.	12'-14' deep	1,250.00	2,500.00
8.			6'0" Dia. Manholes:		
(a)	1	ea.	6'-8' deep	1500.00	1,500.00
9.			Concrete Collars for Jointing Sewer Pipe to D. I. Pipe:		
(a)	1	ea.	For 30" pipe	375.00	375.00
(b)	2	ea.	For 24" pipe	375.00	750.00
10.			Manhole Frames & Covers (In Place):		
(a)	17	ea.	350# standard	195.00	3,315.00
(b)	3	ea.	Vented	235.00	705.00
11.			Connections to Existing Manholes:		
(a)	1	ea.	Station 10 + 78	1,700.00	1,700.00
12.			Connections to Existing Manholes:		
(a)	1	ea.	Station 48 + 32	1,1320.00	1,132.00
13.			Remove and Replacement Pavement		
(a)	350	L.F.	Plant Mix	10.00	3,500.00
(b)	20	L.F.	Conc. Curb & Gutter	10.00	200.00
(c)	2500	C.Y.	Rock Excavation	1/0	250.00
(d)	150	L.F.	Fences	6.00	900.00

Item No.	Approx. Quan.	Unit	Description	Unit Price	Total Price
EXTRA WORK IF ORDERED BY ENGINEER: **********					
14.	1000	Tons	Crushed Stone Stabilization Including Excavation of Unsuitable Materials	6.00	6,000.00
15.	5	MBF.	Timber Bracing and Sheeting Left in Place	200.00	1,000.00
16.	1000 ft.	L.S.	Lawn Grassing	.50	500.00
17.	2000 ft.	L.S.	Pasture Grassing	.35	700.00
18.	10	C.Y.	Concrete, Where Specified for Pavement for Pipe Bedding, Plugging Pipe and Pipe Encasement	100.00	1,000.00
			TOTAL - Items 1 thru 18 inclusive		191,984.80

In full and complete accordance with the shown, noted, described and reasonably intended requirements, Specifications and Contract Documents, to the full and entire satisfaction of the City of Athens, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents. The Bidder further proposes and agrees hereby to commence the work with an adequate force and equipment on a date to be specified in a written order of the City Engineer so to do, and to complete fully all work hereunder within 180 calendar days from and including said date.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check or Bid Bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Athens, as liquidated damages for such failure; otherwise, the check or Bid Bond accompanying this proposal shall be returned to the undersigned.

Attached hereto is a certified check on the The Peoples Bank, ~~or a Bid Bond,~~ for the sum of Five Percent DOLLARS ($ 9,600.00) made payable to the City of Athens.

ABERNATHY CONSTRUCTION CO., INC.
Lawson Abernathy Pres. L.S.

L.S.

L.S.

ADDRESS:

P.O. Box 625
Cleveland, Ga. 30528

SECTION D

BOND AND AGREEMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto The Mayor and Council of the City of Athens hereinafter known as the "Owner", in the penal sum of _____ Dollars ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 19__.

The Condition of the above obligation is such that whereas the Principal has submitted to The Mayor and Council of the City of Athens, a certain Bid, attached **hereto** and made a part hereof to enter into a contract in writing, for the complete work of _____, for the amount of _____ Dollars ($_____).

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By: _____

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT , made and entered into on the _____ day of _____, 19__, by and between the Mayor and Council of the City of Athens, party of the first part (hereinafter called the "Owner"), and _____ _____, party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the Specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 180 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of one hundred ($100.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of _____ _____ Dollars ($_____).

4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall , without proof or accounting for the other counterparts be deemed an original contract.

WITNESS: (As to Contractor)
Signed and Sealed in the
presence of:

_____

_____

*CONTRACTOR

_____

By: _____

Title: _____

ATTEST: (SEAL)

_____
Secretary

(SEAL)

_____
(Recorder)

MAYOR AND COUNCIL OF THE CITY OF ATHENS

By: _____
(Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By: _____
Attorney , for the Mayor
and Council of the City
of Athens

*Note: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____ _____, hereinafter known as the "Contractor", as principal, and _____ _____, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens, hereinafter known as the "Owner", in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE _____ DAY OF _____, 19___.

WHEREAS, the above bounden _____ _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for _____ _____ _____.
All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said _____ shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF _____, as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, _____, as Contractor and _____, as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said _____ _____, as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said _____ as Contractor, and _____ as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnity and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said _____ has caused _____ corporate seal to be hereto affixed, and these presents to be signed in its name by _____ _____ and the said _____ _____ as surety, has caused _____ _____ corporate seal to be hereto affixed and these presents to be signed in its name by _____ _____.

(As to Contractor)

*CONTRACTOR (SEAL)

Signed, sealed and delivered in the presence of:

_____

_____

_____

By: _____
(Name) (Title)

ATTEST:

_____
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

SURETY (SEAL)

_____

_____

_____

By: _____
Attorney in Fact

APPROVED AS TO FORM:

_____
City Attorney

COUNTERSIGNED:

By: _____
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved _____
City Clerk

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____, hereinafter known as the "Contractor", as principal, and _____ _____, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner" in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE _____ DAY OF _____, 19___.

WHEREAS, the above bounden _____ _____ by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for _____ _____. All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said _____ _____ and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said _____ _____ and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said _____ _____ has caused _____ _____ corporate seal to be hereto affixed, and these presents to be signed in its name by _____ _____ and the said _____ as surety, has caused _____ corporate seal to be hereto affixed and these presents to be signed in its name by _____.

(As to Contractor)

_____ (SEAL)
*CONTRACTOR

Signed, sealed and delivered in the presence of:

By: _____
(Name) (Title)

_____

_____

ATTEST:

(As to Surety)

_____
Secretary

Signed, sealed and delivered in the presence of:

_____

_____

SURETY: (SEAL)

_____

By: _____
Attorney in Fact

APPROVED AS TO FORM:

_____
City Attorney

COUNTERSIGNED:

By: _____
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

SECTION E

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

1. Contract and Contract Drawings
2. Definitions
3. Additional Instructions and Detail Drawings
4. Shop or Setting Drawings
5. Materials, Services, and Facilities
6. Contractor's Title to Materials
7. Inspection and Testing of Materials
8. "Or Equal" Clause
9. Patents
10. Surveys, Permits, and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property--Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time for Completion and Liquidated Damages
20. Correction of Work
21. Subsurface Conditions Found Different
22. Claims for Extra Cost
23. Right of Owner to Terminate Contract
24. Construction Schedule and Periodic Estimates
38. Quantities of Estimate
39. Lands and Rights-of-Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Required Provisions Deemed Inserted
44. Protection of Lives and Health
45. Subcontracts
46. Equal Employment Opportunity
47. Interest of Member of Congress
48. Other Prohibited Interests
49. Use Prior to Owner's Acceptance
50. Federal Labor Standards Provisions (Applicability)
51. Minimum Wage Rates for Laborers and Mechanics
52. Underpayments of Wages or Salaries
53. Anticipated Costs of Fringe Benefits
54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act
55. Employment of Apprentices/ Trainees
56. Employment of Certain Persons
57. Regulations Pursuant to So-Called "Anti-Kickback Act"
58. Employment of Laborers or Mechanics not Listed in Aforesaid Wage Determination Decision
59. Fringe Benefits not Expressed as Hourly Wage Rates
60. Posting Wage Determination Decisions and Authorized Wage Deductions

25. Payments to Contractor
26. Acceptance of Final Payment as Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contracts
34. Subcontracting
35. Architect/Engineer's Authority
36. Stated Allowance
37. Use of Premises and Removal of Debris
61. Complaints, Proceedings, or Testimony by Employees
62. Claims and Disputes Pertaining to Wage Rates
63. Questions Concerning Certain Federal Statutes and Regulations
64. Payrolls and Basic Payroll Records of Contractor and Subcontractors
65. Specific Coverage of Certain Types of Work by Employees
66. Ineligible Subcontractors
67. Provisions to be Included in Certain Subcontracts
68. Breach of Foregoing Federal Labor Standards Provisions
68. (a) Attachment to Federal Labor Standards Provisions

2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
(b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
(c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
(b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as

herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is

allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for

such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Owner shall have the right to take over and perform the contract to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

4. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

5. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

* (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under

*See Supplemental General Conditions

this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor (as shown in Supplemental General Conditions) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

45. Subcontracts

The Contractor will insert in any subcontracts the sections 50 through 68a contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction

contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

50. Federal Labor Standards Provisions (Applicability)

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

51. Minimum Wage Rates for Laborers and Mechanics

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period, are deemed to be constructively made or incurred during such weekly period.

52. Underpayments of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

53. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

54. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

55. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subsection (b) immediately following or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish to the Local Public Agency or Public Body written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(b) Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and where subsection (c) immediately following is applicable, in accordance with the provisions of 29 CFR 5a.

(c) On contracts in excess of $10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in 29 CFR Part 5.2(c) shall also be subject to the provisions of 6(d) of this section.

(d) The Contractor agrees that:

(1) He will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;

(2) He will assure that 25 percent of such apprentices or trainees in such occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training;

(3) During the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of (1) and (2) immediately preceding;

(4) He will maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen; and he will make these records available for inspection upon request of the Department of Labor and the agency;

(5) If he claims compliance based on the criterion stated in 29 CFR 5a.4(b), he will maintain records of employment, as described in the immediately preceding paragraph, on non-Federal and nonfederally assisted construction work done during the performance of the contract in the same labor market area; and he will make these records available for inspection upon request of the Department of Labor and the agency;

(6) He will supply one copy of the written notices required in accordance with 29 CFR 5a.4(c) at the request of Government compliance officers, and will supply at 3-month intervals during the performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency and one to the Secretary of Labor.

56. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

57. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

58. Employment of Laborers or Mechanics not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

59. Fringe Benefits not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

60. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

61. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

62. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

63. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

64. Payrolls and Basic Payroll Records of Contractor and Subcontractor

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Complaince" set forth in Section 3.3. of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

65. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

66. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

67. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

68. Breach of Foregoing Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

68. (a) Attachment

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3-CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C., 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:
(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power-lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jettics, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any matter for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, indenpendent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of Laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 318, "Statement of Compliance", or on an

identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 318 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

Section 3.4 Submission of weekly statements and the preservation an and inspection of weekly payroll records.

(a) Each weekly statement required under 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) to profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (1) the (1) the deductions shall serve the convenience and interest of the employer.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contractor contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of Laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under 3.6 are prohibited.

Section 3.10 Mehtods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see 5.5(a) of this subtitle.

SECTION F

SUPPLEMENTAL GENERAL CONDITIONS

INSTRUCTIONS FOR CONTRACTORS REGARDING DEVELOPMENT OF AFFIRMATIVE ACTION PROGRAMS UNDER EXECUTIVE ORDER 11246

Executive Order 11246, as amended, required that construction contractors on Federally-assisted construction projects not discriminate in employment because of race, color, religion, sex, or national origin. The Executive Order further requires that these contractors "take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin." An Equal Employment Opportunity Clause embracing these principles of "nondiscrimination" and "affirmative action" are required in every nonexempt federally-assisted construction contract.

The Department of Housing and Urban Development, at 24 CFR, Part 130, has issued rules and regulations, which set out, for HUD-assisted construction projects, equal employment opportunity requirements. These requirements provide that the applicant for HUD-assisted construction projects will include, or cause to be included, the equal employment opportunity clause in all non-exempt construction contracts.

HUD's rules and regulations further require that each construction contractor and subcontractor with a contract of $100,000 or more, on a HUD-assisted project costing a $1,000,000 or more develop a written affirmative action compliance program. The written affirmative action plans of contractors and subcontractors are subject to review and approval by HUD and shall:

1. Identify areas of employment, employment policies, and employment practices which require actions by the contractor or subcontractor to assure equal employment opportunity to all employees without discrimination because of race, color, religion, sex, or national origin;

2. Analyze these areas, policies and practices to determine what actions by said contractor or subcontractor will be most effective in assuring equal employment opportunity; and

3. Establish a plan, including, when there are deficiencies in minority utilization, the development of specific goals and timetables, designed to achieve equal employment opportunity through those actions identified as potentially most effective.

When developing a written affirmative action program, the contractor or subcontractor must realize that the essence of "affirmative action" is the policy of developing programs which will provide, in detail, for specific steps to guarantee equal employment opportunity keyed to the problems and needs of minority groups, including when these are deficiencies in minority utilization, the development of specific goals and timetables for prompt achievement of full equal employment opportunity. Affirmative action can be more clearly understood and effective when contractors strive toward the attainment of specific numerical goals for the employment and upgrading of minority workers within given time periods. Goals should be arrived at through analysis of present policies and practices and may provide a means by which contractors and HUD can judge the results of the specific affirmative action steps taken.

A contractor's affirmative action plan should provide at least the following elements:

I. Company's Equal Employment Opportunity Policy;

A statement which clearly states the company's policy of nondiscrimination in employment because of race, color, religion, sex, or national origin.

II. Coordination and Administration of Program:

Designate person and way to contact person who will be responsible for coordination of company's equal employment opportunity program. Also outline how policy and affirmative action program will be desiminated to all employees.

III. Analysis of:

A. Recruitment and Employment Practices;

Consider the extent to which present hiring practices and policies, including recruitment sources, act to exclude minorities from becoming applicants for employment with your company.

B. Work Force;

Consider the current extent of minority group employment in skilled, semi-skilled, and unskilled categories on all the company's projects.

C. Opportunities for Placement;

Consider the anticipated opportunities for placing new employees in skilled, semi-skilled or unskilled categories with company during the period in which the HUD-assisted work is being done.

IV. Establishment of Goals and Timetables;

Based on the analysis done in preceding Section, develop numerical goals (in numbers or percentage man-hours) to work toward within a given time period (time period within which HUD-assisted work will be done) in placing minorities in skilled, semi-skilled, or unskilled but trainee positions with your company.

V. Specific Affirmative Action Steps

Develop specific affirmative action steps which company will make in efforts to reach goals and thus provide equal employment opportunity.

SAMPLE AFFIRMATIVE ACTION PROGRAM
FOR CONSTRUCTION CONTRACTOR

(Construction Company Letterhead)

Project No.:_____

Project Name:_____

Location:_____

Sponsor:_____

Affirmative Action Plan

I. Equal Employment Opportunity Policy

It is the policy of _____Company not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This policy extends to all matters relating to recruitment, hiring, promotion, transfer, recruitment or recruitment advertising, rates of pay and other forms of compensation, and selection for training.

Furthermore, it is the policy of this company to cooperate to the fullest extent with the applicable rules, regulations and orders issued pursuant to Executive Order 11246. It is intended that all officials and employees of this company be informed of this statement of policy and that this policy shall be applied to every phase of employee recruitment, including employment agencies, labor organizations and advertising.

II. Coordination and Administration of Program

1. The company vice-president, Mr. _____ will serve in the capacity of Equal Employment Opportunity Coordinator. He will be responsible for the overall administration of this Affirmative Action Plan and will assist in EEO matters at the Branch Office and at project construction sites.

2. Administration of this Plan at the project site will be the responsibility of the company's Project Manager.

3. Management will check with each superintendent bi-weekly to ensure that this company's equal employment opportunity obligations, policy, and plan are being implemented.

4. A copy of this affirmative action plan will be provided to each employee and posted on the company's bulletin boards at the main office, the branch office, and all project sites.

III. Analysis of

A. Recruitment and Employment Practices

1. We employ essentially four categories of craftsmen. Our brickmasons and equipment operators are referred from the Bricklayers Local #152 and the Operators Local #617, respectively. During the past year , Bricklayers Local #152 has referred approximately 71 employees to us, of which approximately 17, or 24% were minority. During that same period, the Operators Local #617 referred 11 employees, of which none were minority.

2. We secure our Carpenters and Laborers through walk-ins and word of mouth. During the past year we have employed approximately 63 Carpenters of which 3 were minority (approximately 5%). These were referred to the Carpenters Local #104 and admitted for membership. Of approximately 80 minority walk-in applicants, 60 were employed as Laborers.

B. Present Work Force

	Total	Non-Minority	Minority
Brickmasons	46	30	16
Operators	3	3	0
Carpenters	31	28	3
Laborers	54	5	49

C. Opportunities for Placement

During the period of the next 12 months we anticipate (because of attrition or expansion) employing maybe 50 new craftsmen by categories as follows:

Brickmasons	14
Operators	1
Carpenters	10
Laborers	25

IV. Goals and Timetables

Our minority employment goals for the next twelve month period is as follows:

Brickmasons	3
Operators	1 (oiler, trainee)
Carpenters	4

V. Specific Affirmative Action Steps

A. We will notify community organizations in writing that we are an equal opportunity employer and that we have employment opportunities available and will maintain records of the organizations' response. The following is a list of organizations we will notify:

1.
2.
3.

B. We will maintain a file of the names and addresses of each minority applicant referred to us and note what action was taken with each such referred applicant, and if the applicant was not employed, the reasons therefor. Where appropriate, applicant will be sent to union hiring hall for permit to work with our company.

C. We will promptly notify HUD when the union or unions with whom we have a collective bargaining agreement has not referred us a minority worker sent by us or we have other information that the union referral process impedes us in our efforts to meet our goals.

D. We will make specific efforts to encourage present minority employees to recruit their friends and relatives for positions we have available.

E. The company's EEO Coordinator will periodically inventory and evaluate all minority personnel in the Laborer category for promotional opportunities and encourage them to seek such opportunities where available.

F. The company will make sure that all facilities and company activities are non-segregated.

G. The EEO Coordinator will continually monitor all personnel activities to ensure that the company's EEO policy is being carried out.

H. We will solicit bids for subcontracts from available minority subcontractors engaged in the trades for which we need subcontractors. Where necessary, and possible, we will offer assistance to those minority subcontractors who bid or are awarded a subcontract with our company.

I. We will notify each subcontractor of his respective EEO obligation and actively cooperate with HUD in assuring compliance.

Signed: _____(Name)_____

_____(Title)_____

Note to Contractor:

This general outline may be used as a guide in developing an acceptable affirmative action program. Each program, however, should be tailored to the contractor's specific operation and needs.

PRINCIPLES OF AFFIRMATIVE ACTION PROGRAM FOR EQUAL EMPLOYMENT OPPORTUNITY

1. Prepare an Equal Employment Opportunity Policy. Make this policy known to all the employees and potential sources of employees.

2. Designate a person in a managerial capacity to coordinate equal employment opportunity efforts.

3. Assure non-discriminatory recruiting of staff taking appropriate steps such as:

   a. Placing employment advertisements in newspapers which serve the largest number of minority group people in the recruiting area.

   b. Recruiting through schools and universities having substantial proportions of minority students.

   c. Maintaining systematic contacts with minority and human relations organizations, leaders, and spokesmen to encourage referral of qualified minority applicants.

   d. Encourage present employees to refer minority applicants.

   e. Making it known to all recruitment sources that qualified minority members are being sought for consideration for professional, sub-professional and other office work whenever staff is needed.

4. Assure non-discriminatory hiring, taking appropriate steps such as:

   a. Instructing personally those of the staff who make hiring decisions that minority applicants for all jobs are to be considered without discrimination.

5. Assure that maximum use is made of sub-professional internship and other training to help equalize opportunity for minority persons such as:

   a. Sponsoring and assisting minority youths, as well as others, to enter sub-professional and professional training and making such training available to the maximum extent.

   b. Actively encouraging minority employees, as well as others, to increase their skills and job potential through participation in available training and education programs.

6. Assure non-discriminatory placement and promotion.

   a. Instruct personally those of the staff who make placement and promotion decisions that minority employees are to be considered without discrimination.

b. Encourage the promotion of minority employees who have increased their skills and job potential in accord with the affirmative action policies.

7. Assure non-discriminatory pay, other compensation and working conditions, taking appropriate steps as:

   a. Examining rates of pay and fringe benefits for present employees with equivalent duties, and adjusting any inequities found.

   b. Not reducing the compensation of existing employees who have been converted to on-the-job training status.

8. Encourage non-discriminatory contracting, taking appropriate steps such as encouraging minority group contractors and contractors with minority representation among their employees to submit proposals for contract work.

9. Follow through, questioning, verifying, making whatever changes or additions to the Equal Employment Opportunity Program that may be necessary to assure effectiveness.

SUPPLEMENT TO GENERAL CONDITIONS

1. SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

2. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance in an amount not less than $ 100,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than $ 300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $ 100,000 per accident and $100,000 aggregate.

   The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

3. BUILDER'S RISK INSURANCE: As provided in the General Conditions, the Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

4. SCOPE OF INSURANCE AND SPECIAL HAZARDS: All insurance required in this Contract shall cover any special hazards which may be encountered in the performance of this Contract as enumerated in the General Conditions.

5. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS IS ATTACHED.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ATLANTA AREA OFFICE
PEACHTREE CENTER BUILDING, 230 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303

REGION IV
Pershing Point Plaza
1371 Peachtree Street, N.E.
Atlanta, Georgia 30309

July 18, 1977

IN REPLY REFER TO:
4.1CMR-2

Mr. Jerry Myers
Community Development Department
City of Athens
301 College Avenue
Athens, Georgia 30601

Dear Mr. Myers:

Subject: Project No. B-75-HN-13-0003
Athens, Georgia
Wage Rate Decision No. 77-GA-257
Expiration Date: 11-1-77

Enclosed is a copy of the above-identified United States Department of Labor Wage Rate Decision for your project. This Decision must be reproduced in its entirety and incorporated into the contract specifications before release to the prospective bidders.

Your Architect/Engineer should immediately review this Wage Decision and determine if additional classifications are needed. If so, please submit a request to this office. We will furnish further instructions.

This Wage Decision will expire on the date indicated above. If the contract is not awarded by this date, you must order a new Wage Decision. Since it takes about 45 days to receive a new one, please notify us far enough in advance so we will be able to obtain the new Decision before the current one expires.

Sincerely,

Vernon J. Plaisted
Director
Community Planning & Development

Enclosure

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

REQUEST FOR DETERMINATION AND RESPONSE TO REQUEST (Davis Bacon Act and Related Acts)

FOR DEPARTMENT OF LABOR USE

Response To Request

a. ☐ Use area determination issued for this area

b. ☑ The attached decision noted below is applicable to this project

Decision Number: 77-GA-257

Date of Decision: 7-5-77

Expires: 11-1-77

Supersedes Decision Number:

Approved

Robert A. Beck
Director
Division of Construction
Wage Determinations
Wage and Hour Division

Requesting Officer (Typed name and signature)
Elaine Wabich
Elaine Wabich

Department, Agency, or Bureau: DHUD-AAO

Phone Number: 221-4637

Date of Request: 6/2/77

Est. Advertising Date: June 17, 1977

Est. Bid Opening Date: July 15, 1977

Prior Decision Number (if any): 76-GA-286

Est. $ Value of Contract: ☒ Under ½ Mil. ☐ 1 to 5 Mil. ☐ ½ to 1 Mil. ☐ Over 5 Mil.

Type of Work: ☐ Bldg. ☐ Highway ☐ Resid. ☒ Heavy

Location of Project (city or other description)
Athens, Clarke County Georgia

County: Clarke

State: Georgia

Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)

Dept. of Housing & Urban Development
230 Peachtree St. NW
Atlanta, Georgia 30303
Attn: Elaine Wabich,
Wage Requirement Clerk

Wage Survey by Agency Attached: ☐ YES ☐ NO N/A

Wage Survey by Agency in Progress: ☐ YES ☐ NO N/A

Description of Work (Be specific) (Print or type)
CDBG Project Number B-75-HN-13-0003, Install Water Mains, Sanitary Sewer Lines, Storm Drains

CHECK OR LIST CRAFTS (Attach continuation sheet if necessary)

- x Asbestos workers
- x Boilermakers
- x Bricklayers
- x Carpenters
- x Cement masons
- x Electricians
- x Glaziers
- x Ironworkers
- x Laborers, (specify)
- x Lathers
- x Marble & tile setters workers
- x Painters
- x Piledrivermen
- x Plasterers
- x Plumbers
- x Roofers
- x Sheet metal workers
- x Soft floor layers
- x Steamfitters
- x Welders--rate for craft
- x Truck drivers
- x Power equipment (specify types)
  - x Backhoe
  - x Grad-all
  - x Dozier
  - x Motor-Grader

Other crafts

(THIS REPLACES FORMS DD-11 & DD-11a) STANDARD FORM U.S. DEPT. (29 CFR) Sec.

002-754-3702

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
Asphalt raker	$2.76					
Carpenter	3.42					
Carpenters' helper	2.40					
Concrete finisher (cement mason)	3.30					
Concrete finisher (cement masons) helper	3.00					
Drill operator	2.88					
Formsetter	2.92					
Ironworker, reinforcing	3.10					
Laborer	2.37					
Mason, structure (bricklayer, brick mason)	2.50					
Oiler-greaser	2.50					
Painter	5.00					
Piledrivermen (piledriver leadsman)	2.85					
Pipelayer	2.56					
Power tool operator (includes air tools chainsaws, power saws, etc.)	2.75					
Rodman (chainman)	2.85					
Truck drivers:						
Single rear axle or 2½ tons & less	2.45					
Multi rear axle or over 2½ tons	2.82					
Welder	4.00					
Plumbers	6.99					
POWER EQUIPMENT OPERATORS:						
Asphalt distributor	2.90					
Asphalt paving machine (asphalt screed, asphalt spreader)	2.83					
Backhoes:						
½ c.y. or less	2.75					
over ½ c.y.	3.00					
Bulldozer	3.19					
Concrete mixer	2.78					
Concrete paving machine (inc. slip form)	3.25					
Concrete paving saw	3.00					
Crane, derricks, draglines	3.94					
Front end loaders:						
1 c.y. or less	2.75					
over 1 c.y.	3.00					
Mechanic	3.45					
Mechanic helper	2.50					
Motor grader (motor partol)	3.50					
Paint striping machine (liner, spray machine)	3.00					
Pile driver	3.50					
Roller	2.50					
Scraper (pan)	3.05					
Shovel	3.50					
Stone spreader (aggregate spreader)	2.84					

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Others
POWER EQUIPMENT OPERATORS (Con't)						
Tractors:						
80 h.p. & less (farm type, crawler)	$2.42					
Over 80 h.p. (farm type, crawler)	3.00					

SECTION G

GENERAL SPECIFICATIONS

ADDENDUM NOTICE NO. ONE

PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

FOR

TRAIL CREEK INTERCEPTOR SEWER LINE

CITY OF ATHENS, GEORGIA

PROJECT NO. CD-1-003

Sealed Proposals to be Received until 3:00 p.m.,DST, August 4, 1977

Page G-23 Change as follows:

Bedding of Pipe: All pipe shall be laid on foundations prepared in accordance with Class "B" Bedding, Type 2.

SECTION NO. 1

GENERAL REQUIREMENTS

1.01 Scope: This Section covers the General Requirements for work to be done, and Special Provisions pertaining to that work.

1.02 Drawings: The Drawings entitled "Athens-Clarke County, Georgia, Sewerage System Improvements - Contract 'G'", form a part of the Construction Agreement.

1.03 Specifications: The Specifications form a part of the Construction Agreement, and include this Section and Sections 2 through 5 as identified below:

Section Number	Title of Section
2	Control of Materials
3	Reinforcing Steel, Structural Steel, and Miscellaneous Metal
4	Concrete Work
5	Sewers and Appurtenances

1.04 Work to be Done: Work to be done consists of furnishing all materials, equipment and labor necessary for constructing work as shown on the Drawings entitled "Athens-Clarke County, Georgia, Sewerage System Improvements, "Trail Creek Interceptor", dated June, 1977.

1.05 Working Drawings: The Contractor's attention is directed to the requirements of the "Instructions to Bidders and Special Provisions" with reference to Working Drawings. The Contractor shall submit five (5) copies of drawings and details, covering Reinforcing Steel, Structural Steel, Miscellaneous Metals, and such other items of work as may be necessary for successful completion of the work of the Project, to the Engineer for checking and approval. The Contractor shall check all Working Drawings for accuracy of dimensions and details, and for conformance with Drawings as required by the "Instructions to Bidders and Special Provisions". No fabrication, erection, or installation of work listed above shall commence until drawings and details covering such work have been approved by the Engineer.

1.06 Payment: No separate payment will be made for the work of this Section. The cost of the work, and all cost incidental thereto, shall be included in the price bid for the item to which the work pertains.

SECTION NO. 2

CONTROL OF MATERIALS

2.01 Source of Supply and Quality of Materials: The source of supply for all materials and equipment shall be submitted to the Engineer for approval before orders are placed. Suppliers of reinforcing steel, fabricated metal work, and metal castings may be required to submit guarantees of conformity with the Drawings and Specifications. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods specified below. Only materials conforming to the requirements of the Specifications and approved by the Engineer shall be used in the work. All materials proposed to be used may be inspected or tested during their preparation and use. If, after inspection and testing, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product proves unacceptable, the Contractor shall furnish material from other approved sources. No material, which after approval has become unfit for use, shall be used in the work.

2.02 Samples and the Testing of Materials: Unless otherwise specified, materials tests shall be made in accordance with the standards of the American Society for Testing and Materials, and by a commercial testing laboratory approved by the Engineer; reports of tests shall promptly be furnished to the Engineer. Tests shall be arranged by the Contractor when directed by the Engineer. The cost of all tests shall be paid by the Contractor.

2.03 Schedule of Materials and Standard Tests: The following materials, and the tests to which each is to be subjected, are listed below.

CEMENT:

(a) Less than carload lots	- The brand of a mill in successful operation for at least one year.
(b) 1 car to 5 cars	- Certificate of mill test to be furnished by producers of laboratory tests made as per (c) or (d).
(c) 5 cars and up	- Independent Laboratory tests as per ASTM C150-74.
(d) Bin Tests	- As for (c) with test bin sealed.

SAND: For use in Cement Concrete:

(a) 10 tons to 100 tons	- Field tests only.
	(1) Color for organic matter
	(2) Decantation test for silt
	(3) Sieve Analysis
(b) Each additional 100 tons	- Independent Laboratory tests to indicate conformity with ATSM C33-74a.

STONE AND GRAVEL: For use in Cement Concrete:
(Blast furnace slag may be used in lieu of stone and gravel, when approved by the Engineer.)

(Coarse Aggregate)

(a)	10 tons - 200 tons	- Similar to Sand (a)
(b)	Each additional 200 tons	- Similar to Sand (b)

CONCRETE:

Preliminary Tests

Cylinder Compression Tests of concrete made of cement and aggregate proposed to be used in the work; in accordance with ASTM C39-72.	- Cylinder Compression Tests of concrete placed in the work, from samples taken at two different times during any major pour of structural concrete; in accordance with ASTM C39-72.

Preliminary tests shall include at least two cylinders; one to be broken at 7 days and one at 28 days.

Job tests shall include at least four cylinders for each test; two to be properly stored at the site; and two for laboratory tests, one to be broken at 7 days and one at 28 days.

PRECAST CONCRETE MANHOLE:

(a)	Any quantity	- Visual inspection for shape, uniformity, density, hammer test. Each section to be inspected and stamped by a regular employee of the approved testing laboratory.
(b)	Any quantity	- Laboratory tests in amount and character as per ASTM C478-74.

MANHOLE BRICK: Visual inspection for size, soundness, balls of clay, and particles of lime.

(a)	1 to 5 Thousand	- Visual inspection for shape, color, soundness, freedom from cracks, balls of clay or particles of lime.
(b)	For each additional 50 Thousand or part thereof	- Absorption test and either compression or flexure tests, ASTM C67-73 by an independent laboratory.

VITRIFIED CLAY SEWER PIPE:

(a)	Any quantity	- For shape, cracks, blisters, absence of vitrification, hammer test.

(b) Any quantity - Laboratory tests in amounts and character as per ASTM C700-74

CONCRETE SEWER PIPE: Non-reinforced and reinforced concrete sewer pipe.

(a) Any quantity - Visual inspection for shape, uniformity, density, hammer test. Each pipe to be inspected and stamped by a regular employee of the approved testing laboratory.

(b) Any quantity - Laboratory tests in amounts and character as per ASTM C14-74 and C76-74, also permeability test for all pipe of all Designations. Refer to Engineer for completeness of tests. Retain selected samples of pipe on project for guidance of inspectors.

CAST IRON PIPE, DUCTILE IRON PIPE, SPECIAL CASTING:

(a) Any quantity - Certified tests furnished by foundry, field tests for dimensions, coating, and holes.

CONCRETE REINFORCEMENT STEEL:

(a) Up to 50 Thousand Lbs. - Field inspection for rust, shape, and dimensions.

(b) 60 Thousand Lbs. and Up - Independent Laboratory Inspection as follows:

(1) Billet Steel - ASTM A615-75.

(2) Rail Steel - ASTM A616-75.

(3) Cold-Drawn Steel Wire - ASTM A82-72.

(4) Wire Fabric - ASTM A185-73.

2.04 Payment: No separate payment will be made for the work of this Section. The costs of the work, and all cost incidental thereto, shall be included in the price bid for items to which the work pertains.

SECTION NO. 3

REINFORCING STEEL, STRUCTURAL STEEL, AND MISCELLANEOUS METAL

3.01 Reinforcing Steel: Bar reinforcement shall conform to the requirements of ASTM A615-75, Grade 40, or ASTM A616-75, Grade 50. Billet steel bars shall be made by the open hearth process. The use of cold twisted bars will not be permitted. The reinforcement shall be bent cold to the shapes indicated on the plans. This shall be done in the shop, before shipment, and not in the field, unless otherwise noted on the plans or directed by the Engineer. Unless otherwise called for on the plans, hooks shall be not less than the standard hook as provided for in American Concrete Institute "Building Code Requirements for Reinforced Concrete". Unless otherwise called for, provisions of the American Concrete Institute's "Building Code Requirements for Reinforced Concrete" for bar spacing, covering, minimum clearance, bond and anchorage shall be strictly followed. The reinforcing in all concrete walls, slabs, beams, and foundations shall be spaced by means of approved chairs or precast mortar or concrete blocks. All reinforcing steel shall be wired together at the intersection except that laps and splices shall be separated to develop proper bond for each bar. No concrete shall be deposited until the Engineer shall have inspected the placing of the reinforcing metal. The minimum clear distance between spliced bars shall be not less than the bar diameter nor less than one inch nor less than one and one-third times the maximum size of the coarse aggregate. Placing plans and bending diagrams furnished by the fabricator shall show sufficient plan, elevation and sectional views which, in the opinion of the Engineer, will permit accurate checking and placing of all bars.

3.02 Steel and Iron: The Contractor shall furnish and install all steel and iron, including structural steel, ingot iron, and wrought iron, fabricated and erected in place, necessary for the complete construction of the work as shown on the plans and as specified.

(a) Structural Steel shall conform in every respect to the requirements of ASTM A36-75.

(b) Bolts and Nuts shall be of the best quality mild steel, or wrought iron, except where bronze nuts are shown on the Drawings. They shall have hexagon nuts, but may have square heads. Heads and nuts shall have the undersurfaces true and at right angles to the axis of the bolts. Bolts shall have sound, well fitting, truncated "V" threads, American National coarse thread standard. When bolts are used in place of rivets, they shall have a driving fit. Bolts and nuts in general shall be of United States Standard dimensions. All anchor bolts embedded in concrete shall be of cadmium-plate mild steel or wrought iron.

(c) Welding shall be performed in accordance with Code 1, Part A, of the "Code for Fusion Welding and Gas Cutting in Building Construction", as revised to date by the Committee on Building Codes of the American Welding Society.

(d) Workmanship shall be first class in every respect and shall conform to the latest and best practice as set forth in the latest Specification of the American Institute of Steel Construction. All material shall be thoroughly straightened in the shop by methods that will not injure it

before templates are placed on same for laying off and before any work is done upon it. All material shall be kept clean and protected from the weather.

(e) Drawings: Where details are shown on the drawings, the structural steel or wrought iron work shall conform accurately to them. Where the drawings are diagrammatic, the Contractor shall design the connections in accordance with the best shop practice and so as to develop the full strength of the members. The Contractor shall furnish for approval complete shop drawings, showing all framed work and all connections to concrete or other masonry. He shall also furnish all necessary erection drawings.

(f) Shop Painting: Except as otherwise specified, exposed surfaces of steel and iron (except galvanized surfaces) shall be thoroughly cleaned and painted after fabrication before rusting begins. All exposed steel and iron shall be shop coated with Standard Thick as manufactured by Koppers Company, Inc. and after installation shall be touched up and given a second coat of Standard Thick.

3.03 Iron Castings: The Contractor shall furnish and install all miscellaneous iron castings, including manhole frames, covers, steps, bolt inserts, brackets, supports and such other iron castings as are shown on the plans.

(a) Castings, unless otherwise specified, shall be of gray-iron, conforming to Federal Specifications QQ-T-652.

(b) Malleable Castings shall conform to Federal Specifications QQ-I-666.

(c) All Castings shall be tough, close-grained, and smooth, and free from blow holes, blisters, shrinkage stains, cracks, cold shots, and like defects. No plugging of defective castings will be permitted.

(d) Workmanship: All castings shall be made accurately to dimensions shown on the plans or ordered and shall be planed or ground where necessary, whether marked or not, to secure perfectly flat bearing surfaces. Allowance shall be made in the patterns so that the specified thickness of metal will not be reduced.

(e) Weights: No castings will be accpeted, the weight of which is less than the theoretical weight, based on required dimensions, by more than five per cent (5%).

(f) Cleaning and Painting: All castings shall be thoroughly cleaned and painted before rusting begins. All castings, except those to be embedded in concrete, shall be cleaned and given a priming coat of paint in the shop. Castings which will be exposed in buildings shall receive a shop coat of zinc chromate and iron oxide. Castings which are to be installed outdoors, such as manhole frames, covers, and steps, shall be given two (2) coats of Koppers Standard Thick in the shop.

3.04 Payment: No separate payment will be made for the work of this Section. The cost of the work, and all costs incidental thereto, shall be included in the price bid for items to which the work pertains.

SECTION NO. 4

CONCRETE WORK

4.01 Classification of Concrete: Concrete shall be classed as "A", "B", and "C", and shall be composed of cement, fly ash (if required), admixtures (if required), fine aggregate, coarse aggregate, and water proportioned and mixed to produce a plastic workable mix in accordance with the requirements of this Section, and shall be suitable for the specific conditions of placement. Concrete shall have normal setting characteristics (unless the use of high early strength cement is approved by the Engineer); shall be used in the locations identified below; and shall have 28-day compressive strengths not less than those listed below, except that concrete containing high early strength cement shall have a 7-day compressive strength of not less than those listed below.

(a) Class "A" concrete shall have a compressive strength of not less than 3,000 psi, and shall be used for reinforced concrete work, and for unreinforced footings and slabs 8-inches and less in thickness.

(b) Class "B" concrete shall have a compressive strength of not less than 2,200 psi, and shall be used for gravity type walls, and for unreinforced footings and slabs over 8-inches thick.

(c) Class "C" concrete shall have a compressive strength of not less than 1,500 psi, and shall be used for concrete subfoundations, pipe envelopes, and concrete backfill where required.

4.02 Materials:

(a) Admixture: Admixture may be added to Class "A" and Class "B" concrete if its addition is approved by the Engineer. If addition is approved, admixture shall be Master Builders "Pozzolith", or approved equivalent, and shall be added in accordance with the manufacturer's printed instructions. A standard dispenser shall be used to introduce the admixture into the mix, and the services of the manufacturer's representative to install and establish the operation of the dispenser shall be furnished by the Contractor.

(b) Fine Aggregate: Fine aggregate shall be natural sand consisting of hard, strong, durable, and uncoated particles having a fineness modulus of not less than 2.30 nor more than 3.00; variation in fineness modulus shall be limited to +0.20 from the average of all tests. Aggregate shall satisfy the requirements of ASTM C33-74A, and have gradation as follows:

Sieve Size	Per Cent Passing, By Weight
No. 4 Sieve	95 to 100
No. 16 Sieve	50 to 85
No. 50 Sieve	10 to 30
No. 100 Sieve	2 to 10

(c) Coarse Aggregate: Coarse aggregate shall be washed gravel or crushed stone consisting of hard, strong, durable, and uncoated particles;

and contain neither vegetable matter nor soft, friable, thin, and elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall satisfy the requirements of ASTM C33-74A; and have gradation as follows:

Sieve Size	Per Cent Passing, By Weight
1-1/2" Sieve	100
1" Sieve	95 to 100
1/2" Sieve	55 to 30
No. 4 Sieve	5 to 0
No. 16 Sieve	1 to 0

(d) Cement: Cement shall satisfy the requirements of ASTM C150-74; cement for normal Class "A", "B" and "C" concrete shall be Type I or II; cement for high early strength Class "A", "B" and "C" concrete shall be Type III. Type III cement shall be used only if its use is approved by the Engineer.

(e) Fly Ash: Fly ash, if used, shall satisfy the requirements of ASTM C618-73, except that the loss-on-ignition shall be not more than 6%.

(f) Forms: Forms shall be of plywood and shall be of grade and type suitable to obtain the finish required. Metal forms, and other types of manufactured forms, shall not be used unless their use has been authorized by the Engineer. Form oil shall be non-staining mineral oil. Form ties shall be standard snap-tie type, and designed so that when removed no metal will be left closer than 1-inch from the finished wall face. The cavities left in faces of concrete work by removal of form ties shall be pointed-up with non-shrink mortar. Form ties shall have a working strength of not less than 3,000 lbs. when fully assembled, and shall be as approved by the Engineer.

(g) Water: Water shall be fresh, clean, and free from injurious amounts of oil, acid, alkali, and organic materials.

4.03 Proportioning and Mixing of material shall be accomplished in a manner which will produce a workable mixture having a slump within the required limits, and having minimum water content.

(a) The exact proportion of materials to be used in concrete shall be as determined by the Laboratory Design Mix, and as directed by the Engineer. The equipment necessary to positively determine and control actual amounts of materials entering into the concrete shall be furnished by the Contractor. The proportions of materials used in the mix shall be changed whenever, in the opinion of the Engineer, a change is necessary to obtain the required strength, and the desired density for uniformity and workability. In structures intended to be watertight, good workability will be considered to be of primary importance.

(b) All materials shall be measured by weight, except for water, which may be measured by volume. One (1) bag of Portland cement shall be considered to weight 94 lbs., and one (1) gallon of water to weight 8.33 lbs.

(c) Cement and Fly Ash Content:

(1) Each cubic yard of concrete containing Type I or Type III cement shall contain not less than the following quantities of cement and fly ash:

Class "A" - 470 lbs. (5 bags) of cement and 100 lbs. of fly ash
Class "B" - 376 lbs. (4 bags) of cement and 100 lbs. of fly ash
Class "C" - 376 lbs. (4 bags) of cement; no fly ash required

(2) Each cubic yard of concrete containing Type II cement shall contain not less than the following quantities of cement:

Class "A" - 564 lbs. (6 bags)
Class "B" - 470 lbs. (5 bags)
Class "C" - 376 lbs. (4 bags)

(d) In calculating the total water content of mixes, the amount of water borne on the surface of the aggregate particles shall be included. The amount of water to be used in the mix shall be in all cases, the least amount necessary to produce a plastic mix having the required strength and the desired density, uniformity, workability, and characteristics within the required slump limits. Slump of placed concrete shall be not less than 4" nor more than 7".

(e) The total volume of aggregates to be used in each cubic yard of concrete, and the proportion of fine aggregate to coarse aggregate, shall be that necessary to produce a dense mixture having the required workability, as determined by the Laboratory Design Mix, and as directed by the Engineer.

(f) Batching at a central mixing plant shall be such that the concrete shall be mixed and transported to the job site in transit mixer in accordance with ASTM C94-71. Mixing time shall not exceed 1-1/2 hours between the introduction of water and time of discharge. Certified invoices of the mix delivered shall be furnished to the Engineer.

4.04 Concrete in Cold Weather: No concrete shall be placed when the atmospheric temperature is below 35 degrees Fahrenheit.

After concrete has been placed, if the temperature drops below 35 degrees Fahrenheit, the Contractor shall provide sufficient canvas and frame work or other types of housing to enclose and protect the structure in such a way that the air surrounding the fresh concrete can be kept at a temperature of not less than 45 degrees Fahrenheit for a period of 5 days after the concrete is placed.

The Contractor shall assume all risk connected with the placing of concrete under above conditions and permission given by the Engineer to place concrete under above conditions will in no way relieve the Contractor of responsibility of proper results. Should concrete placed under such conditions prove unsatisfactory, it shall be rejected.

4.05 Concrete Work: The construction of forms, the depositing and placing of concrete, and the finishing of concrete shall be conducted so as to form a compact, dense, and impervious stone having a uniform texture throughout

and smooth faces on all surfaces exposed to view. If, in the opinion of the Engineer, construction operations are not suitable to obtain those finished results, he may require the Contractor to use methods which will produce structures true to shape, line and dimensions, and which will conform to the above requirements and to the following methods of obtaining the finished result.

(a) Form Work shall be built, braced, and secured to accurately maintain the finished shape, line, and dimensions at all times. Chamfer all exposed edges 3/4", unless shown otherwise. Inspection and approval by the Engineer of all form work and reinforcing steel in-place must be obtained before placing concrete. That approval shall, in no way, relieve the Contractor of his obligation to produce the finished work as required by the Drawings and Specifications.

(b) Placing of concrete shall be continuous, and in horizontal layers of not over 12-inches. Chutes, troughs, or pipes shall be used so that the ingredients are not separated. Construction joints shall be used only where shown, unless otherwise approved in writing by the Engineer. All work shall be done in daylight, unless an adequate lighting system is approved by the Engineer.

(c) Mechanical vibrators, of an approved type, shall be used to produce proper contact of concrete with reinforcing steel and forms. Continuous spading of concrete in thin sections shall be used where required.

(d) Bonding of new concrete with concrete which has set shall be ensured by thoroughly roughening and cleaning the surface, brushing in a coating of neat cement grout, then slushing-in at least one (1) inch of grout composed of one part Portland cement to two parts sand.

(e) Form Removal: Forms shall not be removed until the member supported thereby has acquired sufficient strength to safely support its own weight, and the load imposed upon it. Under normal conditions, forms may be stripped in accordance with the following schedule: the use of the following schedule shall not relieve the Contractor from his responsibility for the safety of the structure:

Slabs	14 days
Columns and Pedestals	7 days
Walls and Vertical Faces not supporting other work	2 days

Deviations from the schedule must be approved by the Engineer. All wood forms shall be completely removed from the work and all form tie rod holes pointed.

(f) Curing and Protecting: Freshly placed concrete shall be protected from rain and flowing water. Concrete shall be kept wet with clean water for a period of seven (7) days. Each day forms are left in place will suffice for wetting. In lieu of the foregoing curing method, the Contractor may use an approved membrane curing compound to seal the water in the concrete, except for surfaces which are to receive future concrete and mortar. The compound shall have a record of successful use for two (2) years or more.

(g) Concrete floor surfaces, not having a separate finish, shall be finished by tamping the concrete with special tools to force the coarse aggregate away from the surface, then wood floated or troweled to a smooth surface.

(h) Surface Finish: As soon as the concrete has set sufficiently to permit, the forms shall be carefully removed. Depressions resulting from the removal of the metal spacers, and all other holes and rough spaces, shall be carefully pointed with mortar of sand and cement in the proportion which has been used in the class of concrete. The surface film of all pointed surfaces shall be carefully removed before setting occurs.

(i) Rubbing Concrete: After the surface has set sufficiently to permit, all concrete surfaces exposed to view shall be thoroughly wetted and rubbed with a carborundum stone of medium fineness, or other equally good abrasive, to bring the surface to a smooth texture and remove all form marks. The paste formed by the rubbing, as above described, may be finished by floating with a canvas or carpet-faced float, or may be rubbed down with dry burlap.

(j) Cleaning: Upon completion of all work, all forms, equipment, protective coverings, and rubbish resulting therefrom shall be removed from the premises. Finished concrete surfaces shall be left in a clean condition satisfactory to the Engineer.

4.06 Payment: No separate payment will be made for the work of this Section, except as may be otherwise stipulated in the PROPOSAL. The cost of the work, and all costs incidental thereto, shall be included in the price bid for items to which the work pertains.

SECTION NO. 5

SEWERS AND APPURTENANCES

5.01 Work to be Done: The Contractor shall furnish the material and construct the sewers shown, and perform clearing, grubbing, excavating, sheeting, and backfilling and install foundations, manholes, and other appurtenances shown and specified. The work shall include ditching, diking, pumping, bailing, draining, flushing, testing; protecting and maintaining buildings, fences, water and gas pipe, drain culverts, power and telephone lines and cables, and other structures; furnishing and maintaining suitable bridges and footways across intercepted streets and alleys; replacing of pavements and sidewalks; cleaning-up of rubbish and surplus materials; and furnishing of materials, tools, implements, and labor required to build, and put in complete working order, the specified sewers and associated structures.

5.02 Location and Grade: The line and grade of the sewer, and the position of manholes and other structures, will be given by the Engineer. The grade line shown and specified means the invert of the pipe. The price for trenching shall include the trench for the depth below the grade line necessary to lay the sewer to this grade, but measurements for payment will be made only to the grade line. Necessary lines, levels, and grades will be given by the Owner or Engineer; the Contractor shall provide field men and assistance requested by the Engineer, and shall furnish planks, stakes, spikes, nails, and other fastenings as may be required to establish the lines, levels, and grades.

5.03 Order of Work: The Owner reserves the right to accept and use portions of the work when it is considered to be in the public's interest to do so; the Engineer shall have the authority to establish the order in which the lines shall be worked.

5.04 Inspection: All work done and materials furnished shall be subject to inspection by the Engineer and the Inspector; improper work shall be reconstructed. Materials which do not conform to the requirements of this Section shall be removed from the work upon notice being received from the Engineer of the rejection of those materials.

5.05 Sewer Pipe: Pipe for sanitary sewers shall be as follows:

(a) Quality and Inspection: Latitudes in workmanship and finish allowed by ASTM notwithstanding, all pipe shall have smooth exterior and interior surfaces; be first quality, be free from cracks, blisters, and other imperfections, and be true to theoretical shapes and forms throughout each length. Pipe shall be subject to inspection by the Engineer at the pipe plant, trench, and other points of delivery for the purpose of culling and rejecting pipe, independently of laboratory tests, which does not conform to the requirements of this Section. Pipe which does not conform will be so marked by the Engineer, and shall not be used in the work. On-the-job repairing of rejected pipe will not be permitted.

(b) Experience of Manufacturer: The pipe manufacturer shall submit evidence, if requested by the Engineer, of having consistently produced pipe and joints of the quality specified herein, and which have exhibited satisfactory performance results in service over a period of not fewer than two years. The pipe manufacturer and the pipe manufacturing process shall be subject to approval by the Engineer.

(c) Testing and Stamping: All pipe, joint materials, and made-up joints shall be tested by an independent laboratory approved by the Engineer. Pipe shall be stamped with the laboratory's stamp. Each stamped joint of pipe shall indicate the laboratory's certification that it was accepted in accord with applicable ASTM Specifications, and that it was inspected and accepted in accord with the requirements of this Section for special tests and for pipe quality.

(d) Clay Pipe:

(1) General Requirements: Clay sewer pipe shall be glazed or unglazed, and shall conform to the following A.S.T.M. Specifications:

a. Standard Strength Pipe: C700-74 except as otherwise provided herein.

b. Extra Strength Pipe: C700-74, except as otherwise provided herein.

(2) Size 15-inch and Smaller: All pipe shall be extra strength. Pipe for sewers shall be furnished in lengths of at least 5 feet.

(3) Size 18-inch and Larger: All pipe shall be in lengths of at least 5 feet and shall be standard strength or extra strength as required by the plans and specifications.

(4) Minimum Crushing Strength: All pipe when tested for crushing strength by the 3-edge bearing method in accordance with A.S.T.M. Specification C301-72 shall have a minimum strength of not less than the following values:

	Minimum Strength - Lbs. per Lin. Ft.	
Pipe Size	Standard Strength	Extra Strength
6"	Not Permitted	2,000
8"	Not Permitted	2,200
10"	Not Permitted	2,400
12"	Not Permitted	2,600
15"	Not Permitted	2,900
18"	2,200	3,300
21"	2,400	3,850
24"	2,600	4,400
27"	2,800	4,700
30"	3,300	5,000
36"	4,000	6,000

(5) Absorption: Absorption shall not exceed 6 per cent when determined in accordance with the provisions of A.S.T.M. Specification C301-72.

(6) Joints: All pipe shall be furnished with factory-fabricated jointing connections conforming to all provisions of A.S.T.M. Specification C425-74 or C594-74.

(e) Concrete Pipe:

(1) General Requirements: Concrete sewer pipe shall be bell and spigot and shall conform to the following ASTM Specifications:

a. Non-Reinforced Pipe: C14-74, Table II for Extra Strength Pipe except as otherwise provided herein.

b. Reinforced Pipe - Standard Strength: C76-70, Class III, except as otherwise provided herein.

c. Reinforced Pipe - Extra Strength: C76-74, Class IV, except as otherwise provided herein.

(2) Size 12-inch and Smaller: All pipe shall be non-reinforced, extra strength. Pipe shall be furnished in lengths of at least 4 feet.

(3) Size 15-inch and Larger: All pipe shall be reinforced, extra strength. Pipe shall be furnished in lengths of at least 8 feet.

(4) Cement and Coarse Aggregate: Cement shall be Type 2. Coarse aggregate shall be crushed limestone.

(5) Minimum Crushing Strength: All pipe when tested by the 3-edge bearing method in accordance with ASTM Specification C497-74 shall have a minimum strength (defined as the load to produce a 0.01 inch crack for reinforced pipe) of not less than the following values.

	Minimum Strength - Lbs. per Lin. Ft.	
Pipe Size	Standard Strength	Extra Strength
8"	Not Permitted	2,000
10"	Not Permitted	2,000
12"	Not Permitted	2,000
15"	Not Permitted	2,500
18"	2,025	3,000
21"	2,360	3,500
24"	2,700	4,000
30"	3,375	5,000
36"	4,050	6,000
42"	4,725	7,000

(6) Absorption: Absorption shall not exceed 6 per cent when determined in accordance with the provisions of ASTM Specification C497-74.

(7) Joints: All pipe shall have O-ring rubber gasket type joints conforming with the applicable provisions of ASTM Specification C443-74.

A rectangular groove shall be provided in the spigot end of the pipe to receive the circular rubber gasket and it shall be so formed that when the joint is complete the gasket will be deferred to the shape of the groove and confined on all four sides. Bell and spigot surfaces shall be accurately formed and smooth to provide a close

sliding fit with a nominal clearance not to exceed 1/16-inch between the outside surface of the spigot and the inside surface of the bell.

(3) Repaired Pipe: Repaired and patched pipe will not be acceptable unless each individual pipe so repaired or patched shall have first been inspected and approved by the Engineer, for repair and patching at the pipe plant. Repairs to, and patching of, gasket grooves and shoulders will not be permitted if damage is of a nature which, in the opinion of the Engineer, would impair the watertightness of the completed joint.

(9) Shear Loading Test: Made-up gasketed joints shall be tested for shear loading at a total load of 100 pounds per inch of diameter, including the weight of the pipe, water, and test apparatus. The load shall be uniformly applied to the spigot and over an arc of not less than 120 degrees for a longitudinal distance of 12 inches immediately adjacent to the bell, with the pipe supported on blocks behind the bells during the test procedure. There shall be no visible leakage when tested with an internal water pressure of 5 psi for a period of one hour. Shear loading tests shall be made in the presence of the Engineer prior to delivery of any pipe; at least one shear loading test shall be conducted for each size of pipe to be delivered to the jobsite.

(f) Steel Pipe for river crossing shall be as follows:

(1) Pipe shall conform to AWWA Specification C-202-60T for electrically welded or seamless steel pipe. The pipe shall be 36-inch nominal diameter, with a minimum 0.375 inch wall, forty (40'-0") long with spigot ends built-up to 38.30 inches outside diameter. All welding shall be done in the shop by certified welders. No field welding shall be permitted. Joints between sections of steel pipe shall be made with Style 38 Dresser couplings, or bell and spigot "O-Ring" joints.

(2) Lining: Interior of pipe shall be sandblasted to the equivalent of "No. 5 Blast Cleaning to White Metal" of the Steel Structures Painting Council. The Contractor shall furnish the Engineer a plate, purchased from the Steel Structures Painting Council, representing the No. 5 Blast Cleaning to be used as a field guide. Under no circumstances shall sandblasted surfaces be permitted to rust, or condensation to form, prior to coating. Preferably not over 8 hours shall elapse between cleaning and coating.

Coal tar epoxy shall be applied in two or more coats in strict accordance with the manufacturer's painting instructions, unless specified otherwise therein, to obtain a total thickness of 16 mils dry film. No coating shall be applied when the temperature is below 50° F., nor when the relative humidity is more than 75%, nor when condensation is present on bare or coated surfaces. Mechanical mixers shall be used, and there shall be no mixing in quantities smaller than amounts furnished in original containers. When more than 72 hours elapses between application, the preceding application shall be brush blasted to a rough finish to receive the succeeding application, unless the manufacturer furnishes an additive for use in succeeding applications and guarantees that by its use brush blasting of the preceding application is necessary.

(3) Coating: Exterior surfaces of all steel pipe shall be cleaned, primed and coated with coal tar enamel, "Jet-Set" primer and Bitumastic 70B enamel or approved equal, and wrapped with bonded asbestos felt in accordance with AWWA Specification C203-57. After completion of factory coating and wrapping operations, the pipe shall be wrapped with Kraft paper. The manufacturer of the steel pipe and fittings will be required to conduct an electrical inspection of exterior coatings in accordance with Section 3-313 of AWWA Specifications for coal tar protective coatings prior to shipment.

(4) Certification: The manufacturer of steel pipe and fittings shall furnish both the Engineer and the Owner with certified reports stating that inspection and specified tests have been made and that the results thereof comply with the applicable AWWA Specifications.

(g) Poly Vinyl Chloride (PVC) Sewer Pipe:

(1) General: Poly Vinyl Chloride (PVC) Sewer Pipe shall be bell and spigot and may be Type PSP or Type PSM. The PVC pipe shall meet the requirements of ASTM Specifications D-3034-74 or D-3033-75 and these specifications. The pipe furnished for this work shall be of one type. Bids will be received for furnishing and installing either Type PSP or PSM PVC sewer pipe in sizes 8", 10" and 12" having minimum wall thickness as defined in ASTM D-3033-75 or ASTM D-3034-74 under the classification for SDR-35 pipe. Only plus tolerances on wall thickness will be acceptable. No minus tolerances will be allowed.

(2) Joints: All pipe shall have elastomeric joints with an integral belled gasket coupler. Rubber gaskets shall comply with the physical requirements specified in ASTM C-443-74. Joints shall meet the requirements specified in ASTM D-3212-73T.

(3) Storage and Handling: PVC sewer pipe may be stored either inside or outdoors. If stored outdoors, it shall be left in the pallets until it is ready to be used. The pipe shall be stored in such way that surfaces to be mated are kept clean and protected from physical damage and so that sagging and bending is prevented. Dragging of pipe will not be allowed.

(4) Installation: PVC sewer pipe shall be installed in accordance with ASTM Specification D-2321-74 and these specifications.

a. Trench Width: Maximum trench width to a point one foot (1') above the top of pipe shall be 2'-2" for 8" pipe, 2'-4" for 10" pipe and 2'-6" for 12" pipe. Should trench walls collapse or over excavation occur, special bedding, tamping and initial backfill will be required as conditions warrant.

(5) Bedding and Backfill: Class I, II and III materials as listed in ASTM D-2321 will be used for bedding, haunching, and initial backfill with one exception. The Engineer will not allow Class III material where excessive moisture is present in the soil. Class IV and Class V materials are not acceptable for bedding, haunching or initial backfill. Minimum depth of bedding shall be four inches (4"). Compaction to the Spring Line or Center of the pipe shall be

the same material used in the bedding. Compaction to 6" above top of pipe shall be as specified in ASTM D-2321 except puddling will not be allowed as a method of compaction. Remaining backfill is to be as specified in Section 5.28 of these specifications. Provide at least 30" of cover before wheel loading pipe and at least 48" of cover before using heavy tamping equipment such as a hydrohammer.

(6) Deflection: The maximum deflection in the installed pipeline shall not exceed 10% of the pipes original internal diameter. Deflection testing will be required using either a deflectomater or a "GO-NO GO" mandrel. The Engineer shall randomly select portions of the project to be deflection tested. Such portions shall consist of not less than 10% of the total reaches (reach being length of pipe between two manholes) in the project (excluding house leads).

Where deflection is found to be in excess of 10% of the original pipe diameter, the Contractor shall excavate to the point of excess deflection and carefully compact around the point where excess deflection was found. The line shall then be retested for deflection. However, should after the initial testing the deflected pipe fail to return to the original size (inside diameter) the line shall be replaced.

In the event that deflection occurs beyond the ten per cent limit in any section of 10% or more of the reaches tested, the entire system shall be tested.

(7) Payment: The Contractor will include in the unit price bid for installation at the various depths the cost for Class I, II and III materials, if any and, for furnishing equipment and labor for deflection testing.

5.06 Cast and Ductile Iron Pipe and Fittings: Cast iron pipe shall be used in sizes 4-inch through 12-inch. Ductile iron pipe shall be used for sizes 16-inch and larger. Cast iron pipe shall be ANSI Class 22. Ductile iron pipe shall be Class 2, or heavier thickness classes, if so shown. Cast iron pipe shall conform to AWWA C106-62, or C108-62. Ductile iron pipe shall conform to AWWA C151-65. Joints shall be push-on or mechanical joint type for pipe and standard mechanical joints for fittings. Pipe and fittings shall be fully lined in accord with AWWA C104-64. Fittings shall be short body standard designed for 200 feet of working head. All pipe and fittings shall be coated inside and out with an approved coal-tar coating.

(a) Laying Cast and Ductile Iron Pipe: No pipe shall be laid which is known to be defective. The pipe shall be thoroughly cleaned before being laid and shall be kept clean until accepted in the completed work.

(b) Mechanical Joint Pipe on Piers: Mechanical joint pipe constructed on piers in gravity sewer lines shall be laid with 1/4-inch clearance in each joint to provide for expansion; and with joint bolts tightened only in sufficient degree to prevent leakage at full pipe flow.

(c) Weight: No pipe will be accepted, the weight of which is less than the standard weight by more than five (5%) per cent for pipe 16 inches or less in diameter and four (4%) per cent for pipe more than 16 inches in diameter. The American Water Works Association specifications regarding minimum and maximum weights for specials shall apply.

5.07 Concrete and Mortar: Concrete of the respective classes for structures, manhole bottoms, and bedding shall conform to applicable provisions of the "Concrete Work" section. Cement mortar for brick work and inverts of manholes shall be made of one part cement and two parts clean sharp sand.

5.08 Reinforcing Steel and Miscellaneous Metal: Materials, fabrication, and installation of reinforcing steel, manhole frames and covers, railing and other miscellaneous metal shall conform to all provisions of the "Reinforced Steel, Structural Steel and Miscellaneous Metal" section, and shall be as shown.

5.09 Iron Castings: Materials, fabrication, and installation of iron castings shall conform to all provisions of the "Reinforcing Steel, Structural Steel and Miscellaneous Metal" section, and shall be as shown.

5.10 Manhole Brick: Brick for manhole construction shall be whole, hard burned, common brick conforming to ASTM C32-69, Grade MA.

5.11 Clearing: The Contractor shall perform all clearing necessary for installation of the complete work. Clearing shall consist of removing trees, stumps, roots, brush, and debris in the way of the work. All combustible material shall be completely burned or otherwise disposed of in a satisfactory manner. Burning shall be in accord with local regulations. The Contractor's attention is directed to Paragraph 41 of the General Conditions concerning the protection of trees.

5.12 Removing and Resetting Fences: At all locations where existing fences must be removed to permit construction of the sewer, the Contractor shall remove the fences and, as the sewer construction progresses, reset the fences in their original location and to their original condition. During construction, the Contractor shall provide temporary fencing, or employ other safeguards, which will prevent livestock from wandering to other property.

5.13 Street Crossings: At street crossings, and at other points as may be directed by the Engineer, the trenches shall be bridged in an open and secure manner to prevent serious interruption of vehicular and pedestrian travel, and to afford necessary access to public and private premises. The material used, and the method of constructing bridges and the approaches thereto, must be approved by the Engineer. The cost of the work must be included in the price bid per lineal foot for the pipe.

5.14 Protection of Other Utilities and Structures: Damage to existing utility lines, services, poles, and structures shall be repaired or replaced by the Contractor at his own expense. The approximate positions of certain known underground lines are shown for information. Existing service and other unknown lines are not shown. The Contractor shall locate existing lines, and other possible existing unknown utility lines, with an electronic pipe locator; he shall excavate and expose all existing underground lines in advance of trenching operations. Removing and relaying of those lines and appurtenances which constitute an obstruction to the completed line and grade of the new work, in the opinion of the Engineer, will be made at the expense of the Owner, unless otherwise shown on plans to be altered by the Contractor.

5.15 Protecting Trees, Shrubbery, Lawns, and Pastures: Trees and shrubbery along trench lines crossing developed private property shall not be disturbed unless absolutely necessary, subject to approval by the Engineer. Trees and shrubbery to be removed shall be properly heeled-in and replanted. Heeling-in

and replanting shall be done under the direction of an experienced nurseryman.

(a) Lawns: If directed by the Engineer, where sewer trenches cross private property through established lawns, sod shall be cut, removed, stacked and maintained in suitable condition until replacement is approved by the Engineer. Topsoil underlying lawn areas shall likewise be removed and kept separate from general excavated materials. Removal and replacement of sod shall be directed by an experienced nurseryman. The removal and replacing of sod and all other related work will be made in accordance with the unit price bid for the item.

(b) Pastures: Where sewer trenches cross private property through established pastures, care shall be taken to prevent damage. After completion of pipe laying operations, the Contractor shall, if directed, regrass pastures. Grassing shall be by seeding with hulled Bermuda seed or a mixture of 15 pounds of Fescue, 10 pounds of Orchard Grass, and 2 pounds of White Clover. Seeding of Bermuda shall be done between May 15 and August 15 and seeding of Fescue mixture between August 15 and December 1. Before planting, a fertilizer of 5:10:15 composition, or approved equal, shall be evenly applied at the rate of 20 pounds per 1,000 square feet and disced or harrowed into the dampened soil. Hulled Bermuda seed shall be applied at the rate of 2 pounds per 1,000 square feet and Fescue mixture at the rate of 1.5 pounds per 1,000 square feet, raked in, and properly compacted. The Contractor shall do all work necessary to achieve a satisfactory stand, including watering, fertilizing, and mulching. A satisfactory stand of grass is defined as a full cover, over the area seeded, of live and growing grass with no bare spots larger than two square feet. Grassing will be paid for on a linear foot basis on pipelines and shall include, in addition to the pipe trench width, all areas adjacent to the pipe trench where the existing grass has been distributed or destroyed by the Contractor's operation. Areas to be grassed shall be designated by the Engineer.

5.16 Removing Pavement: The Contractor shall remove pavement as necessary for installing the new pipe lines and appurtenances and for making connections to existing pipe lines.

(a) Marking: Before removing pavement, the pavement shall be marked for cuts nearly paralleling pipe lines and existing street lines. Asphalt pavement shall be broken along the marked cuts with a jack hammer or other suitable tool. Concrete pavement, and asphalt pavement on concrete base, shall be scored to a depth of approximately two (2) inches below the surface of the concrete along the marked cuts. Scoring shall be done by use of a rotary saw, after which the pavement may be broken below the scoring with a jack hammer or other suitable tool.

(b) Machine Pulling: No pavement shall be machine pulled until completely broken and separated along the marked cuts.

(c) Damage to Adjacent Pavement: The pavement adjacent to pipe line trenches shall be neither disturbed nor damaged. If the adjacent pavement is disturbed or damaged, irrespective of cause, the Contractor shall remove the damaged pavement and shall replace with new pavement at his own expense.

(d) Payment: The removal of pavement will be paid for on the basis of

measured quantity of pavement removed at the unit prices bid in the Proposal.

5.17 Excavation: Perform all excavation of every description and of whatever substance encountered to the depth shown or specified, or both, for all sewers, manholes, piers, conduits, and other appurtenances. Excavation shall be accomplished by open cut, unless otherwise directed. No tunneling shall be done, except that approved by the Engineer; if approved, the tunnel shall be of the height, width, and cross section approved by the Engineer.

(a) The top portion of the sewer pipe trenches may have sloping or vertical sides to widths which will not cause damage to adjoining structures, roadways, pavements, utilities, and private property. For untimbered trenches and trenches held by stay bracing only, the width of the lower portion of the trench to a height of two feet above the top of the pipe shall not exceed the trench widths specified in the "Maximum Trench Widths and Depths" paragraph. Where skeleton and solid sheeting is used, trench width may be increased to dimensions approved by the Engineer, but shall be not greater than that necessary to clear the walers when lowering pipes into the trench. Where, in the opinion of the Engineer, trench excavation may damage adjoining poles, roadways, utilities, and private property, the Engineer may order the Contractor to install suitable sheeting for their protection. Such orders shall in no way relieve the Contractor from his responsibility of protection of the facilities, nor shall the lack of those orders relieve the Contractor from that responsibility. No extra payment for sheeting will be made, except for the sheeting which the Engineer orders to remain in place. If trenches are excavated to widths in excess of the above limitations, or collapse because of insufficient bracing and sheeting, the Contractor will be required to use special methods of constructing pipe foundations and backfilling as specified herein at his own expense.

(b) Trench excavation shall not advance more than six hundred (600) feet ahead of pipe laying, unless approved by the Engineer.

(c) The bottom of all trenches, except as otherwise specified, shall be rounded to conform to the bottom of the pipe and to afford full bearing of the pipe barrel. The depth and width required for that shaping shall be directed by the Engineer.

(d) Excavation in excess of depth required for proper shaping shall be corrected by one of the special methods specified herein, as ordered by the Engineer. Bell holes shall be excavated in a manner which will relieve pipe bells of all load, but holes shall be small enough to insure that support is provided throughout the length of the pipe barrel.

(e) Excavation in excess of the depths required for manholes and other structures shall be corrected by placing a sub-foundation of Class "C" concrete, at no additional expense to the Owner.

5.18 Excavation in Solid Rock: Solid rock is defined as those materials in the original bed and in well-defined ledges which, in the opinion of the Engineer, cannot be removed with pick, shovel, ditching machine, back-hoe, and other similar devices, and which requires drilling, blasting, jack hammering, and bullpointing. Concrete and masonry structures to be removed which require drilling and blasting for removal, shall be considered rock unless otherwise

provided for herein. Boulders, and detached pieces of rock, having volumes of more than 8 cubic feet, shall be considered as rock.

(a) Ledge rock, boulders, and large stones shall be removed to provide a clearance of not less than 6 inches in every direction from all parts of pipe, fittings, and other appurtenances.

(b) Where rock is encountered at grade in trenches, the trench shall be excavated not less than 4 inches below the bottom of the pipe bell, refilled with gravel or crushed stone thoroughly tamped in-place, and shaped to the pipe. No payment in addition to prices paid for sewers will be made for gravel or stone bedding above specified.

(c) Excavated rock shall not be mixed with material selected for tamped backfilling under and around the pipe up to a level at least two feet above the pipe.

(d) Where sewers are constructed across streets, pastures, and cultivated fields, excavated rock shall not be mixed with backfill material used to complete the final 12-inch layer of backfill at the original ground surface. Surplus rock shall be removed and wasted at points approved by the Owner.

(e) Excavation in solid rock will be paid for at the unit price per cubic yard as listed in the Proposal, the price being in addition to that paid per foot of sewer for the various depths encountered. The unit price for rock excavation shall include the cost of rock excavation, the cost of hauling sufficient and suitable earth bedding, backfilling pipe in excavated trenches as specified, and all costs incidental thereto. A bid price of less than $8.00 per cubic yard or more than $20.00 per cubic yard shall be considered unbalanced, and the entire Bid shall be subject to rejection. The Engineer must be given ample notice to measure all rock after it has been stripped and before it is blasted. No payment will be made for rock blasted before the measurement is made. Rock excavation will be measured for payment for a width equal to the outside diameter of the pipe bell plus 12 inches, the sides of the trench being considered vertical, and to a depth of 4 inches below the bell of the pipe laid on the grade established by the Engineer. Measurement for payment for rock excavation at manholes and other miscellaneous structures will be made to lines which are not more than 6 inches outside neat footing lines.

5.19 Blasting: All blasting shall be done under the supervision of a Blasting Engineer retained and employed by the Owner. It will be his duty to advise the blaster of hole spacing and loading and to make seismic and concussion measurements where deemed necessary. The Contractor shall cooperate with the Blasting Engineer by uncovering and exposing pipe and structures for instrument mounting. He shall also advise the Resident Engineer when each shot is ready so that measurements may be taken if needed.

Blasting operations shall be conducted in strict accordance with all existing ordinances and regulations and shall be done only with the Blasting Engineer's approval and under his supervision.

All exposed structures shall be carefully protected from the effects of the blasts and all blasts shall be covered with blasting mats, dirt, heavy timbers or other suitable material. The blasting shall be done by experienced

workmen. Any damage done shall be promptly repaired by the Contractor at his own expense. All blasting supplies shall be stored in a manner approved by the State Fire Marshal, and a watchman shall be stationed at all times at the place of storage.

All shots shall be delayed so as to minimize ground vibrations with a maximum peak particle velocity, as measured at the nearest structure (pipes, etc.) not to exceed 2.0 inches per second. The overpressure (noise or concussion) shall be minimized and sufficient stemming and matting used to prevent over-pressure in excess of 120 db. Precautions shall be taken to minimize flying rock and sufficient matting used to prevent rocks from striking any person or structure.

Vibration recording instruments shall be used on the initial shots, and all others deemed necessary to determine proper blasting procedures. These instruments shall be of the type which records on direct-reading tape the three (3) components of velocity. The analysis of these recordings are to be signed by a Registered Professional Engineer in Georgia. Blasting is not to be conducted which will produce a Scaled-Distance less than previously recorded for at least three (3) different shots deemed to be safe. The Scaled-Distance is to be determined by the distance from the shot to the nearest structure subject to potential damage from ground vibrations.

Overpressure (concussion) is to be recorded on direct-recording tape, preferably on the same recording as the vibration. The instrument used for measuring concussion shall be the type specifically designed for impact-type overpressure from blasting.

The blaster is to maintain an accurate log of each shot, listing as a minimum the following: date, time, station number, manufacturer and type of explosive, method of firing, total weight of explosive, number of delays, number of holes, hole depth, maximum weight of explosive per delay, amount of stemming, type and amount of matting.

5.20 Dewatering Trenches: Where ground water is encountered, the Contractor shall make whatever effort is necessary to secure a dry trench bottom before laying pipe. In sandy or other suitable type soils, dewatering shall be done by well pointing.

If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place a minimum of 6 inches of graded crushed stone fill material over the trench bottom to form french drains to suitably located sumps and the water removed by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be no water in bell holes at the time of coupling pipe.

All costs of equipment, labor and materials required for dewatering shall be included in the bid price for sewers.

5.21 Trench Stabilization: Wherever the subgrade is, by nature, too soft and mucky, in the opinion of the Engineer, for the proper installation of the sewer, the Engineer may order the Contractor to undercut the ditch and backfill with crushed stone or gravel not larger than 3/4" in size. The stone shall be brought to grade and compacted. Payment for crushed stone backfill, only where

ordered by the Engineer, will be made at the unit price bid, measured before placing, and shall include the removal of unsuitable subgrade materials.

5.22 Bracing and Sheeting: The sides of all trenches and excavation for sewers and structures shall be securely held by stay bracing, or by skeleton or solid sheeting and bracing, as required by the soil conditions encountered, unless otherwise permitted by the Engineer. Bracing and sheeting may be removed in units when the level of the backfilling has reached the elevation necessary to protect the pipe work and adjacent property. Sheeting near the bottom of these trenches more than ten (10') feet deep, for sewers 15-inch size and larger, shall remain in place and shall be cut off not less than two (2') feet above the top of the completed sewer. When, in the opinion of the Engineer, sheeting or shoring above this level cannot be safely removed, it shall be left in place and the Contractor will be paid for the sheeting or shoring left-in-place at the prices bid. Sheeting ordered to be left-in-place shall be cut off at least two feet below the surface. No lumber for shoring or bracing exceeding that size customarily used, will be paid for unless the use of larger sizes shall have been ordered in writing by the Engineer.

5.23 Bedding of Pipe: All pipe shall be laid on foundations prepared in accordance with the various classes of bedding required by the trench width and trench depth for the size of the pipe to be laid, and as specified as follows:

(a) Class A Bedding: Class A bedding shall be either a concrete arch or concrete cradle. The height above the center of the pipe or the depth below the center of the pipe shall be at least one-fourth the nominal diameter of the pipe and shall extend down or up the sides of the pipe at least one-fourth the nominal diameter of the pipe. Concrete shall be Class "B" and shall be poured full width of the trench as excavated. Where the cradle method is used, the pipe shall be laid to line and grade on concrete blocking after which the concrete shall be placed to the limits described.

(b) Class B Bedding: Class B bedding shall be performed by first shaping the bottom of the trench to a level slightly lower than the bottom of the pipe. The pipe bed shall then be brought to the proper level by spreading and thoroughly tamping a layer of fine granulated moist earth and sand material so as to conform accurately to one-fourth the circumference of the pipe barrel. Trenches excavated to excess depths shall be bedded in compacted crushed stone or gravel brought to the same shaped levels as for the moist earth and sand material.

(c) Class C Bedding: Class C bedding shall be performed by shaping the trench bottom to accurately conform to the lower part of the pipe barrel for at least one-fourth its circumference. The shaping shall be done by hand trimming in undisturbed excavation. If this shaping cannot be performed accurately, the bedding shall be as described for Class B bedding above.

(d) Class D Bedding: Class D bedding shall be a flat bottom trench with bell holes, and may be used only with the approval of the Engineer, for pipe sizes 6 inch to 10 inch inclusive, in dry trenches having suitable foundation and backfill material and to the depths tabulated in the "Maximum Trench Widths and Depths" paragraph.

(e) Bell Holes: Bell holes shall be provided in all classes of bedding

so as to relieve pipe bells of all load, but small enough to insure that support is provided throughout the length of pipe barrel.

(f) Stone or Gravel Bedding Material: Stone or gravel bedding material shall consist of stone or pea gravel, clean and graded, 95 to 100 per cent of which shall pass a 1/2-inch sieve with 95 to 100 per cent retained on a No. 4 sieve. Bedding material shall be placed in the trench and thoroughly compacted to grade by tamping. Compacted bedding material shall be carried up the sides of the pipe to the heights shown for the various classes of bedding.

(g) Excess Trench Widths: If trenches are excavated to widths in excess of those specified in "Maximum Trench Widths and Depths" paragraph or if trench walls collapse, pipe shall be laid in accord with the requirements for at least the next better class of bedding at the expense of the Contractor.

(h) Payment: No extra payment will be made for bedding, the cost thereof to be included in the prices bid for sewers.

5.24 Maximum Trench Widths and Depths: Maximum trench widths and depths for the respective pipe sizes with the various classes of bedding and tamping shall be as follows:

TABLE I:

Maximum Trench Depths for Clay Pipe with Various Bedding Methods

		Bedding Method						
		Standard Strength Pipe			Extra Strength Pipe			
		C	B	A	D	C	B	A
Pipe Size	Maximum Trench Width	Shaped Bottom Trench	Special Earth Bedding	Special Concrete Bedding	Flat Bottom Trench	Shaped Bottom Trench	Special Earth Bedding	Special Concrete Bedding
8"	2' - 2"	--	--	--	10	30	30	30
10"	2' - 4"	--	--	--	10	30	30	30
12"	2' - 6"	--	--	--	10	26	30	30
15"	2' - 10"	--	--	--	None	28	30	30
18"	3' - 2"	10	13	30	"	22	30	30
21"	3' - 6"	11	13	26	"	23	30	30
24"	3' - 10"	10	13	24	"	24	30	30
30"	4' - 7"	12	15	27	"	21	27	30
36"	5' - 5"	13	15	27	"	19	25	30

TABLE II:

Maximum Trench Depths for Reinforced Concrete Pipe, with Various Bedding Methods

Pipe Size	Maximum Trench Width	Class of Pipe	Bedding Method C Shaped Bottom Trench	Bedding Method B Special Earth Bedding	Bedding Method A Special Concrete Bedding
15"	2' - 10"	3	11	14	30
15"	"	4	21	30	30
15"	"	5	30	30	30
18"	3' - 2"	3	11	13	30
18"	"	4	19	27	30
18"	"	5	30	30	30
21"	3' - 6"	3	11	15	30
21"	"	4	20	28	30
21"	"	5	30	30	30
24"	3' - 10"	3	12	15	30
24"	"	4	20	28	30
24"	"	5	30	30	30
30"	4' - 7"	3	13	16	30
30"	"	4	21	28	30
30"	"	5	30	30	30
36"	5' - 5"	3	13	16	28
36"	"	4	20	26	30
36"	"	5	30	30	30
42"	6' - 1"	3	14	18	30
42"	"	4	22	28	30
42"	"	5	30	30	30
48"	6' - 9"	3	14	17	29
48"	"	4	22	27	30
48"	"	5	30	30	30

(a) If trenches are excavated to widths in excess of those specified, or trench walls collapse, sewers shall be laid in accordance with the requirements for at least the next better class of bedding, at the expense of the Contractor as directed by the Engineer.

(b) The cost of special bedding and tamping shall be included in the

prices bid for sewers at various depths, except that the Engineer may authorize payment for concrete bedding or the use of crushed stone bedding where poor soil conditions are encountered, each in accordance with unit prices bid. The cost of furnishing extra strength sewer pipe shall be included in the prices bid for sewers at various depths. Where ordered by the Engineer, additional payment will be made for furnishing and installing extra strength sewer pipe, if the furnishing of such pipe exceeds the requirements of the preceding tables. Prior to delivery of pipe to the jobsite, the Contractor shall submit to the Engineer for approval a schedule showing, by stations, the various combinations of pipe strengths and bedding he proposes to use.

5.25 Laying Pipe: All sewer pipe shall be laid up grade with the spigots pointing down grade. The pipe and specials shall be laid in the trench so that, after the sewer is completed, the interior surface shall conform accurately to the grades and alignment fixed or given by the Engineer.

(a) No joints shall be made where surface of pipe and bell to be joined have been soiled by earth in handling until those soiled surfaces are thoroughly cleaned in a manner which will remove all traces of soil. The interior of the pipe shall carefully be made free of all dirt and superfluous material of every description, as the work proceeds.

(b) All pipe shall be carefully examined for cracks and other defects; no pipe shall be laid which is found defective. If any pipe is found to be defective after being laid, it shall be removed and replaced with sound pipe, at no additional expense to the Owner.

(c) The surfaces of pipe to be joined, as well as the gaskets, shall be cleaned and lubricated with a vegetable soap or other lubricating agent as recommended by the pipe manufacturer. Lubricating agent shall not be injurious and detrimental to the gasket. After each joint is installed, the gasket shall be checked for proper position prior to installation of the succeeding length of pipe.

(d) No pipe shall be laid on blocking of any kind, unless express permission from the Engineer to do so has been obtained, and then only at manholes and other structures where temporary blocking may facilitate installation of the pipe. After installation of the pipe, the blocking shall be carefully removed; all voids left by the blocking shall be filled with selected material and tamped.

5.26 Closing Pipe: When the work of pipe-laying is suspended for the night, and at other times, the end of the sewer shall be closed with a tight cover. The Contractor shall be responsible for keeping the sewer free from obstruction.

5.27 Concrete Encasement of Pipe: Where shown, and where otherwise directed by the Engineer, sewer pipe shall be completely encased with Class "C" concrete. The trench shall first be excavated not less than six (6") inches below the bell of the pipe and the pipe laid to line and grade on concrete blocking. Concrete shall then be placed to the full width of the trench, but in no case less than six (6") inches above the top of the pipe bell. No backfill material shall be placed in the trench for a period of at least 24 hours after the concrete encasement has been placed. Concrete encasement will be paid for at the unit price stated in the Proposal, such price to be paid in addition to that paid per foot of sewer for the various depths encountered. The unit price

stated in the Proposal shall include the costs of the additional depth of excavation, the furnishing of concrete blocking, and the laying of pipe to line and grade on the blocking.

5.28 Backfilling: After pipes are laid and joints inspected trenches shall be backfilled and thoroughly compacted to a density equivalent to at least 95% of maximum density as determined by a Standard AASHO-T-99 Proctor test. Should excavated material be unsuitable for backfill or compaction to required density the Contractor shall remove the unsuitable material and obtain and place suitable backfill material. At the beginning of the job a compaction test will be run by an independent testing laboratory to demonstrate that the Contractor's equipment and methods of compaction are suitable to accomplish the required density.

(a) Backfilling to a Height of Eighteen (18) Inches Above Pipe Barrel: Immediately after pipes are laid and joints inspected backfilling around the pipe and to a height of eighteen (18) inches above the pipe barrel shall be accomplished using selected backfill material consisting of finely divided earth, sand, crushed stone, pea gravel or other approved materials. The backfill material shall be carefully placed about the pipe and to the required height in uniform layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted with proper tools in a manner which will not disturb or injure the pipe, backfilling shall be carried on simultaneously on both sides of the pipe to prevent injurious side pressures.

(b) Remaining Backfill: Perform remaining backfill using general excavated material, provided such material is suitable for backfill and compaction to required density and does not contain more than 1/3 broken rock, of which no single stone or boulder shall weigh more than 50 pounds. Backfill material shall be placed in uniform layers not exceeding 6 inches in thickness; each layer shall be thoroughly compacted with heavy duty power tamping tools. The use of power "Jumping Jack" tampers will not be permitted.

(c) At locations outside roads, streets, walks and other traveled ways open to vehicular or pedestrian travel, the Engineer may waive the requirement of power compaction of backfill, in which case, after placing the remainder of the backfill up to a level slightly below the natural ground surfaces, surplus excavation shall be windrowed and maintained in a suitable manner to concentrate and pond surface run-off from rains over the trench. After sufficient settlement has been obtained, in the opinion of the Engineer, the Contractor shall complete the dressing, remove surplus material, clean-up the surface in accord with these Specifications. Whenever the trenches have not been properly filled or if settlement occurs, they shall be refilled, smoothed off, and made to conform to the surface of the ground. Backfilling shall be carefully performed, and the original surface restored, to the full satisfaction of the property owner. Surplus material shall be disposed of as directed by the Engineer.

(d) Payment: Payment for removal of unsuitable backfill and replacement of suitable backfill material to meet density requirements shall be at unit prices bid in the "Extra Work if Ordered by Engineer" item in the Proposal. Compaction tests will be paid for by the Owner. All other work in this paragraph shall be included in the price bid for sewers.

5.29 Surfacing of Trenches in Dirt Streets and Driveways: Where trenches are

along dirt streets and across dirt driveways open to vehicular traffic the top 2 inches of backfill up to the traveled surface shall be of crusher run stone or of a good grade, all-weather top soil, approved by the Engineer. All cost of equipment, labor, and materials required for such work shall be included in the prices bid for sewers.

5.30 Replacing Pavement: (See Detail Drawings at end of this section.) Pavement and base course which must be removed for constructing sewers, manholes, force mains and all other appurtenances in streets and driveways shall be replaced as specified. All types of base course removed shall be replaced with an 8" concrete base or a 12" soil cement base. Paving and base replaced shall have a minimum bearing on undisturbed earth outside of excavation lines of at least nine (9") inches. Before removal of any pavement it shall be cut with a suitable tool to define the limits of excavation and prevent raveling or breaking of pavement beyond these limits. Before replacing the base course the pavement will be sawed, with a concrete saw, to a depth of 2-inches as necessary to provide the minimum nine (9") inch bearing on undisturbed earth.

All backfilling of excavation within roadbed or driveway limits will be mechanically tamped in 6-inch layers using heavy duty tampers such as pneumatic jack-hammers with tamping foot attachment. Each layer shall be thoroughly tamped to a density equivalent to at least 95% of maximum density as determined by a AASHO T-99 Proctor test, except the top 12-inches of backfill which shall be compacted to 100% of the specific density.

Materials and construction methods for pavement and base course replacement shall conform to the standard specifications and policy and procedure for Accommodation of Utilities of the Georgia Department of Transportation.

(a) Concrete Pavement or Base: Concrete pavement shall be replaced on concrete or soil cement base. Concrete pavement and base course shall be Class "A" concrete. The surface finish of the concrete pavement shall conform with that of the existing pavement. The depth of the concrete pavement shall be equivalent to the existing concrete paving, but in no case less than 8-inches thick, The base course shall be 8-inches thick. The surface of the base course shall be left rough and shall be depressed below finished grade to accommodate the thickness of the specified wearing course. Water should be added to provide a damp, but not wet, sub-base before placing the base. Vertical faces of existing paving or base should be painted with a mixture of Portland cement and water, mixed to the consistency of heavy paint, prior to placing concrete base or pavement.

(b) Soil Cement Base: Soil cement base material shall consist of approximately 12% Portland cement and a friable local material. Local material and mix must be approved by the Resident Engineer. Soil cement base shall be placed to a depth of 12-inches in 6-inch layers. Each layer shall be compacted to 100% specified density. Water should be added to the sub-base and vertical faces to provide a damp but not wet surface prior to placing the soil cement base.

(c) Asphalt Pavement and Bituminous Surface Treatment: Asphalt and bituminous surface treatment pavement removed shall be replaced with a 2-inch compacted thickness of sand asphalt wearing course, or other approved hot plant mix asphaltic concrete surface conforming to Section 350 of the Standard Specifications of the Georgia Department of Transportation. Concrete base shall be treated with a bituminous tack coat, and soil cement base shall be treated with a bituminous prime coat, conforming to

Transportation Department Standard Specifications, Section 313 and Section 312, respectively, prior to placing of asphalt. Care shall be taken to prime or tack coat vertical edges and corners. The surface contour of the asphalt pavement replaced shall conform to the existing pavement. Pavement shall not be placed on concrete base until concrete has properly cured. Pavement may be placed on soil cement base immediately after properly placing and priming.

Payment for removing and replacing pavement on concrete or soil cement base shall be at unit prices bid in the Proposal.

5.31 Earth Fill Over Pipes: Where shown, or as otherwise directed by the Engineer, in locations where little or no cover is obtained for sewers, a special earth fill, as shown, shall be placed to provide the necessary protection to the sewer line. Earth used for that fill shall be free from large pieces of rock, and shall be carefully placed to avoid damaging the sewer line. It shall be placed in layers around and over the pipe, and compacted with hand tools. Earth moving equipment will not be permitted to drive over the line of sewer. Earth fill will be paid for at the unit price per cubic yard stated in the Proposal. Pay volumes will be determined from cross sections of completed fill in-place above the original ground surface. The price bid for this item shall include the cost of obtaining borrow pits.

5.32 Testing and Cleaning: Before acceptance of the sewer system, the system shall be inspected, tested and cleaned to the satisfaction of the Engineer. Where obstructions are encountered, the Contractor will be required to clean the sewers by means of rods, swabs, or other instruments. The pipe line shall be straight and show a uniform grade between the manholes. Testing shall consist of measuring infiltration in the completed sewer by weirs or other suitable flow measuring devices. Adequate testing will be conducted to insure compliance with all of the above requirements.

5.33 Leakage: Leakage tests shall be made only when the ground water table is above the top of the sewer pipe and after all visible leaks have been stopped. In case the leakage exceeds the rates specified below, the sewer will not be accepted until repaired so that it will comply with these requirements. Leakage of ground water into any stretch of sewer, including manholes, and between adjoining manholes shall not exceed the following maximum rates:

(a) 0.10 gallons per inch diameter per foot of pipe per day for any stretch of sewer between adjoining manholes.

(b) 0.08 gallons per inch diameter per foot of pipe per day for any sewer, or system of sewers, one mile or less in length.

(c) 0.05 gallons per inch diameter per foot of pipe per day for any trunk sewer, or sewer system, the total length of which is greater than one mile.

5.34 Manholes: Manholes shall be constructed where shown and as may be directed by the Engineer. Manholes shall be 4, 5 and 6 feet in diameter as determined from the schedule of pipe sizes and line deflections, or as shown.

The top of manholes outside of roads, streets, and highways, shall be built to grades 12-inches above ground surface unless otherwise shown on the plans. Manholes in roads, etc., shall be built to grade designated by the Engineer. Vented manholes shall be constructed to elevations as shown on the plans.

(a) Brick Manholes: The bottom of each brick manhole shall be built of Class "B" concrete. The walls of the manholes shall be built of whole hard burned brick of good quality laid in cement mortar made of one part cement and two parts clean, sharp sand. Immediately before laying, the brick shall be thoroughly saturated with water. Every brick shall be carefully imbedded in mortar on its bottom and sides, and the walls shall be thoroughly plastered on the outisde with a smooth coat of 1:2 cement mortar. Reinforcing for brick masonry, if shown, shall conform with details shown, each hoop bar shall be completely bonded in the mortar joint between brick courses.

(b) Precast Concrete Manoles: Precast concrete manholes shall consist of precast reinforced concrete riser sections, concentric top section and a base section conforming to Typical Details shown on detail drawings. Precast manhole sections shall be manufactured in accordance with ASTM Designation C478-68 and these Specifications. Concrete shall have a minimum compressive strength of 4,000 psi when tested in accordance with ASTM Designation C39-66. Steel reinforcement shall be as specified in ASTM Designation C478-68. Wall and bottom sections shall have a minimum thickness of five inches (5"). Base sections for precast concrete manholes shall have a bottom poured monolithically with the walls. Base sections shall be furnished with inside diameters of 4, 5 and 6 foot as required. Base sections shall be furnished with a minimum height of 24-inches for pipes having a diameter of 8, 10, or 12-inches and a minimum height of 36 inches for pipes having a diameter of 15, or 18-inches. Minimum height for 5 or 6 foot diameter base sections shall be 48-inches regardless of pipe size. Base sections with 5 or 6 foot inside diameters shall be reduced to 4 foot inside diameter by means of an eccentric adapter ring or transition top.

The openings in the base section for the accommodation of the pipe shall be cast to closely conform to job conditions and shall provide a minimum clearance of 3-inches between the inside bottom of the base and outside bottom of the pipe barrel.

Manholes shall be bedded on not less than 6-inches compacted crushed stone at Contractor's expense. The crushed stone shall extend not less than 6-inches outside the walls of the manhole.

The opening between the pipe and manhole shall be sealed with a collar of mortar and brick. In lieu of the mortar and brick collar the opening between the pipe and manhole shall be filled with an EMBECO grout. A minimum clearance of 1-inch shall be provided around the pipe barrel for the accommodation of the EMBECO grout.

The riser sections shall be furnished in a minimum of 8-inch increments, and shall be 4 foot in diameter with tongue and groove joint to be sealed with approved butyl rubber or bitumastic material.

The top of the concentric top section shall have a minimum wall thickness of 8-inches to accommodate brick courses for height adjustment. A maximum of 3 brick courses will be allowed for adjustment of manhole to required grade.

Absorption shall not exceed 6 per cent when determined in accordance with ASTM Designation C497-67.

(1) Testing and Stamping: An inspection, by an independent testing laboratory approved by the Engineer, of the manufacturer's plant and product will be required to assure conformity of the precast manholes to these Specifications, and the minimum requirements of ASTM Designation C478-68. Each section of precast concrete manhole shall be stamped with the laboratory's stamp; the letters "W" and "S" shall be included as an integral part of the stamp. Each stamped section shall indicate the laboratory's configuration that it was accepted in accordance with applicable ASTM Specifications. A copy of such report will be furnished the Engineer with submittal of shop drawings for approval. Jobsite inspection shall be visual for shape, uniformity, and density.

(c) Manhole Steps: Manhole steps shall conform to the details shown. Steps for brick manholes shall be alternately spaced along a vertical centerline, and on approximately 15" centers. Steps shall be firmly and securely built into manhole walls as brickwork proceeds. Steps for precast concrete manholes shall be installed along a vertical centerline, and on approximately 14" to 16" centers. No extra payment will be made for manhole steps, the cost thereof to be included in the unit prices bid for manhole construction.

(d) Manhole Inverts: Manhole inverts shall be carefully constructed with cement grout, Class "B" concrete, or cement mortar brickwork; special care shall be taken to lay the channel and adjacent pipes to grade. Cement mortar shall be made of one part cement and two parts clear sharp sand. Channels shall be properly formed, rounded, and troweled smooth. The connections of the sewer with the wall and channel of the manhole shall be tight and smooth. No extra payment will be made for constructing manhole inverts; the cost thereof to be included in the unit prices bid for manhole construction.

(e) Drop Connections: Drop connections will be required, where called for on the Drawings, or as determined by the dimensions shown in "Drop Manhole Schedule", shown on the Drawings. Drop pipe shall be not smaller than 8-inches. Generally, drop pipe shall be one size smaller than the sewer which they serve. Openings in walls of precast concrete manholes for drop connections shall not be made at joints. Drop connection fittings and riser pipe shall be encased in brick and mortar or formed Class "C" concrete. Drop connections for both brick and precast concrete manholes shall conform with typical details for standard brick manholes as shown on the Drawings. Drop connections shall be carefully backfilled to prevent dangerous side pressures. Payment for drop connections will be made at the unit prices for the various depths stated in the Proposal, and shall include all necessary pipe, pipe fittings, brick or concrete encasement of drop pipe and extension of manhole base slab. Measurement for payment will be from invert of TEE to invert of ELL.

(f) Future Sewer Connections: Where shown, a 12-inch long pipe stub for future sewers, of such size as may be designated, shall be laid to proper grade and alignment and plugged with a factory plug with same type joint as used on the sewer pipe. All costs for furnishing and laying this pipe will be included under unit prices bid for manholes.

(g) Manhole Frames and Covers: Manhole frames and covers shall be as shown. Payment for manhole frames and covers will be made in accordance with the unit prices stated in the Proposal for the various types, the

prices shall include setting to finished grade as required, and grouting in place.

5.35 Concrete Piers: Concrete piers for cast, ductile iron pipe, and steel pipe sewers shall be constructed of Class "A" concrete, and shall be constructed as shown on standard Detail Drawing. A saddle, conforming to the outside of the pipe, shall be constructed in the top of all piers. Pipe shall be blocked to proper grade in the saddle and grouted in-place with 1:2 cement mortar. Pipe straps shall be fabricated as shown on standard Detail Drawing, shop painted as specified in the "Reinforcing Steel, Structural Steel and Miscellaneous Metal" section and shall be installed on all piers in accord with the standard Detail Drawing. Piers supporting pipe lines and across streams shall be anchored into rock, if rock is encountered and if directed by the Engineer, so as to resist overturning during periods of flood stages in the stream. Holes not smaller than 2-1/2 inches in diameter by 2 feet deep shall be drilled into the rock after excavation for the footing is complete; No. 6 reinforcing bars shall be embedded in grout made with high-early strength cement poured into the holes. In wet holes, grout shall be deposited with a tremie. Straight bars shall be used, and shall be bent over anchorage after the concrete has attained its full strength. Where unusually poor soil conditions are encountered, the Engineer may direct that spaced footings of concrete be constructed, or that pine piles be driven for support of piers. Payment for concrete piers will be made in accord with the unit prices stated in the Proposal. Measurement of heights for payment will be in accord with the dimensions shown. Separate payment will be made neither for anchoring the pier into the rock, nor for furnishing and installing pipestraps; the cost therefor shall be included in the price bid for piers.

5.36 Steel Sheet Piling: The Contractor shall furnish and install steel sheeting where shown, and to depths as directed by the Engineer. Sheeting shall be new, continuous-interlocking type fabricated from 1/4" thick open-hearth steel. The interlock shall be continuous, and shall be formed in a manner which will prohibit adjoining sections from becoming disengaged during driving. The sheeting shall be straight and uniform in section. The driving equipment shall be capable of supplying ample foot-pounds of impact so as not to damage the top of the sheeting. Severely damaged sheeting shall be removed and replaced with new sheeting, at the expense of the Contractor. Sheeting shall either be driven to, or shall be cut off to, a neat line and to the elevations shown, or as directed by the Engineer. The Contractor shall drive test sheeting, at the direction of the Engineer, to determine the depths to which sheeting shall be driven. Steel sheeting, including test sheeting will be paid for upon the basis of actual quantities installed, not including cut-offs, and at the unit prices stated in the Proposal.

5.37 Pin Piling for Piers and Manholes: Piling for concrete piers, manholes, headwalls, and other structures shall be equivalent to Class 3, Southern Pine Poles, American National Standards Institute, creosoted by the full cell process to retain 12 pounds of oil per cubic foot. Preservation shall comply with Federal Specification TT-W-556, Grade 1. Two (2) coats of hot creosote oil shall be applied to all saw cuts and bolt holes. Piling under piers and manholes may be limited to a safe bearing value of 5 tons each, with at least 10 feet penetration.

5.38 Rip-Rap: The Contractor shall furnish rip-rap as required, and where shown. Rip-rap may be dense individual rock fragments, not less than one cubic foot in size, or may be sand-cement in cloth bags with one (1) part cement and five (5) parts sand. Rip-rap shall be hand-placed and, if sand-cement in cloth

bags, shall be watered-down. Rip-rap shall be paid for on the basis of the number of square yards measured in place to the thickness specified.

5.39 Scheduling of By-Passing Sewage: A schedule of by-passes required for connections to existing sewers is required to be submitted for approval to the City of Athens. The City will confer with the Environmental Protection Division and the Contractor and the three parties will arrive at an approved schedule. The by-pass schedule may require weekend work, larger crews, overtime work or special equipment. Payment for work under connections to existing sewers will be made as provided in the Proposal and shall include meetings, schedules, approvals and all necessary work required to accomplish the connection on a schedule approved by the Environmental Protection Division.

5.40 Connections to Existing Manholes: At locations where new sewers are shown to be connected to existing manholes, the Contractor may temporarily block and/or divert sewage flows to facilitate construction operations. The work shall consist of making the opening in the manhole wall, inserting the new pipe to the elevation shown, filling the space in the wall around the pipe with mortar, and constructing and remodeling manhole inverts. High-early strength cement shall be used for mortar in order that proper channels may be formed in manhole bottoms with a minimum interruption of service to the existing sewer. The lump sum price bid for this work shall include all costs of labor, material, and equipment required to complete each connection; shall include the cost involved in blocking and/or diverting sewage flows, and shall include all cost of delays, temporary works, and maintaining existing sewers in service.

5.41 Connections to Existing Sewers: At locations where new sewers are shown to be connected to existing sewers at a new manhole, the Contractor shall first expose the existing sewer and install a supporting timber beam with suitable straps around the pipe so as to bridge the excavation for the new manhole. The manhole shall then be constructed complete with invert, frame, and cover. Under special conditions, and with approval by the Engineer, the Contractor may temporarily block and/or divert sewage flows to facilitate construction operations. Actual physical connection of the sewers will be made at a later date, as directed by the Engineer. The lump sum price bid for this work shall include all costs of labor, material, and equipment required to expose and support the existing sewer, block and/or divert sewage flows, make future physical connections, as well as all costs of delays, temporary works, and the maintenance of existing sewers in service. Manholes, frames, covers, and drop connections, if required, will be paid for separately in accord with the unit prices bid for the various items. No payment will be made for a connection to an existing pipe or manhole stub.

5.42 Construction Along Highways, Streets, and Roadways: The Contractor will install pipe lines and appurtenances along highways, streets, and roadways in accord with the applicable regulations of the State Department of Transportation and the Owner with reference to construction operations, safety, traffic control, road maintenance, and repair.

(a) Protection of Traffic: The Contractor shall provide suitable signs, barricades, and lights for protection of traffic in locations where traffic may be endangered by construction operations. All signs removed by reason of construction shall be replaced as soon as the condition which necessitated their removal has been cleared. No highway, street, and roadway shall be closed without first obtaining permission from the proper authorities.

(b) Construction Operations: The Contractor shall construct all work along highways, streets, and roadways using the following sequence of construction operations so as to least interfere with traffic.

(1) Stripping: Where the pipe line is laid along road shoulders, all sod, topsoil, and other material suitable for shoulder restoration shall be stripped and stockpiled for replacement.

(2) Trenching, Laying, and Backfilling: The Contractor shall open trenches, install pipe line, and backfill. The trench shall not be opened ahead of pipe laying operations any further than is necessary for proper laying operations. Trenches shall be progressively backfilled and consolidated; excess material shall be removed immediately behind laying operations.

(3) Shaping: The Contractor, immediately after completing backfilling operations, shall re-shape damaged cut and fill slopes, side ditches and ditch lines, and shall replace topsoil, sod, and other materials removed from shoulders in accord with the requirements, and to the full and complete satisfaction, of the Georgia Department of Transportation and the Owner. The Contractor, when installing pipe lines and appurtenances, shall provide sufficient personnel and equipment so as to simultaneously carry out all of the above operations.

(c) Excavated Material: Excavated material shall not be placed along highways, streets, and roadways in a manner which would cut off traffic. No scattered excavated material shall be allowed to remain on the pavement; all such material shall be kept swept away.

(d) Drainage Structures: All side ditches, culverts, cross drains, and other drainage structures shall be kept clear of excavated material and be free to drain at all times.

(e) Trees and Shrubbery: Trees and shrubbery along highways, streets, and roadways shall not be disturbed unless absolutely necessary, and then only as approved by the Engineer. Trees and shrubbery needing to be removed shall be properly heeled-in and replanted. Heeling-in and replanting shall be done under the direction of an experienced nurseryman.

(f) Maintaining Highways, Streets, Roadways and Driveways: The Contractor shall furnish a road grader, which shall be available for use at all times, for maintaining highways, streets, and roadways upon which work is being performed. All such highways, streets, and roadways shall be maintained in suitable condition for movement of traffic until completion and final acceptance of the work.

(g) Payment: No separate payment will be made for the above work. The cost of such work, and all costs incidental thereto, shall be included in the unit prices bid for the item to which the work pertains. Permits for such work will be obtained by the Owner. All costs for labor, materials, and supervisory personnel furnished by the Department of Transportation in connection with the work, if any, shall be at the expense of the Contractor. The Contractor shall be responsible for fully informing himself with regard to all Department of Transportation regulations and conditions relating to pipe line installation.

5.43 Railroad Crossing (Tunnel Liner): The Contractor shall furnish and install by the tunneling method, steel tunnel liner plates for the casing pipe and install either concrete, clay, cast or ductile iron pipe as the sewage carrying pipe within the tunnel casing.

The method of tunneling shall conform with the best modern practice. Entry pits at tunnel ends shall be solid sheeted and braced. The Contractor shall take all precautions, and shall comply with all requirements as may be necessary to protect private or public property.

Each tunnel shall be circular in section of the diameter as called for on the drawings. Casing for tunnels shall consist of tunnel liner plates of 12 gauge structural steel, either corrugated or of paneled out construction. After fabrication steel tunnel liner plates shall be hot dipped galvanized and, before delivery to jobsite, shall be fully bituminous coated for a minimum dry film thickness of 50 mils.

As the tunnel liner is installed, the voids between the exterior of the tunnel liner plates and the surrounding earth or rock surfaces shall be completely filled by pressure grouting. In no case shall more than fifty lineal feet of tunnel liner be installed without pressure grouting. If soil conditions warrants, or Engineer so directs, pressure grouting shall be performed at closer intervals. The sewer pipe of either clay, concrete, cast or ductile iron pipe shall then be installed to the line and grade shown on the drawings and blocked into position. No. 5 reinforcing bar hoops with 90 degree hooks each end shall then be placed over the pipe. The sewer pipe shall be bedded in Class "C" concrete or 1:3 grout to the one-quarter point of the outside diameter of the pipe barrel (see details on drawings). Each end of the tunnel shall then be plugged with a masonry or concrete wall having a minimum thickness of 12-inches. Suitable weepholes, minimum 6-inches square, shall be provided in downstream plug wall near the flow line of the tunnel to afford drainage.

All excavation for pit and tunnel shall be unclassified.

The price bid for tunnel shall include all necessary excavation and sheeting for pit, Railroad Protective Services, and all other miscellaneous materials and work required for a complete installation. Carrier pipe to be installed in tunnels shall be paid for at the unit price bid per lin. ft. of pipe installed.

(a) Railway Requirements:

(1) Interference with Railway Operations: The Contractor shall so arrange and conduct his work that there will be no interference with railroad operations, including train, signal, telephone, and telegraph service or damage to the property of the Railway Company or poles, wires and other facilities on the right-of-way. The Railway Engineer may take such precautions as he deems advisable to insure safety of trains or tracks.

(2) Watching and Flagging Protection: Any watching or flagging service required by the Railway Company for the safety of railroad operations, because of work being performed by the Contractor in connection therewith, will be provided by the Railway Company and the cost thereof shall be paid by the Contractor to the Railway Company.

(3) Damage by Railway Traffic: The Contractor shall assume all responsibility for any and all damage to his work, employees, equipment and materials, caused by operations to the Railway Company.

(4) Drainage Facilities: The Contractor shall preserve the effectiveness of any drainage facilities on Railway right-of-way or adjacent to tracks during his operations and leave them in as good condition and effectiveness as he found them.

(5) Insurance: The Contractor shall take out for the purpose of insuring against any and all risks of loss of life, personal injury, and property loss or damage, which may grow out of, or result from, or by reason of, or in connection with, said work or the acts of or operations of the Contractor, and maintain in full force and effect for the duration of the work, policies of insurance hereinafter specifically mentioned, said policies of insurance to be not less than the amount stipulated, as well as any other or additional insurance which should be taken out and maintained in force for or in connection with such work by the Contractor in compliance with any Federal, State, or Municipal law, statute or regulation, and furnish to the Owner, before commencing said work, the original of the policy, or duly certified copies of such insurance, or in lieu thereof, certificates from the underwriters of such insurance, viz:

a. Workmen's Compensation or Employer's Liability Insurance according to the laws of the State.

b. Contractor's Public Liability Insurance to protect the Contractor and subcontractors:

1. For loss of life or injury to persons in the amount of $100,000.00 for any one person and $ 300,000.00 for any one accident.

2. For property loss or damage in the amount of $100,000.00 for each accident and not less than $ 100,000.00 aggregate.

c. The original policy of Railroad Protective Liability Insurance naming the Railway Company as the insured, shall be designated as:

1. For loss of life or injury to person in an amount not less than $250,000.00 for any one person and not less than $500,000.00 for any one accident.

2. For property loss or damage in an amount not less than $500,000.00 aggregate. The Contractor shall comply with all special requirements of the Railway Company as related to Public Liability and Property Damage Insurance and shall furnish copies of certificates of coverage for such insurance taken out in favor of the said Railway Company, as well as copies of certificates for such insurance taken out in the name of the Contractor.

3. Indemnity: The Contractor shall indemnify and save harmless the Railway Company against any and all loss, or

damage to property of the Company and against claims, demands, suits, judgments, fines or sums of money accruing or claimed to accrue to any person, corporation, municipality, firm or company, against the Company, for any loss of life, or personal injury, or property loss or damage, whatsoever, or for violation of any municipal law or regulation, growing out of, or claiming to grow out of, any act or omission of or method pursued, or hazard encountered by the Contractor, or his agent, servant or employees engaged or employed in or about or in connection with the work to be done by the Contractor, and against any and all claims or liens which may be made or placed upon the said work by any laborer, materialman or furnisher, or any other person.

(b) Notification of Starting Work: The Contractor shall notify the Superintendent of the Railway Company, at least three days in advance when he will start work adjacent to tracks.

5.44 Highway Crossing(s) (Tunnel Liner): The Contractor shall furnish and install by the tunneling method, steel tunnel liner plates for the casing pipe and install either concrete, clay, cast or ductile iron pipe as the sewage carrying pipe within the tunnel casing.

The method of tunneling shall conform with the best modern practice. Entry pits at tunnel ends shall be solid sheeted and braced. The Contractor shall take all precautions, and shall comply with all requirements as may be necessary to protect private or public property.

Each tunnel shall be circular in section of the diameter as called for on the Drawings. Casing for tunnels shall consist of tunnel liner plates of 12 gauge structural steel, either corrugated or of paneled out construction. After fabrication steel tunnel liner plates shall be hot dipped galvanized and, before delivery on jobsite, shall be fully bituminous coated for a minimum dry film thickness of 50 mils.

As the tunnel liner is installed, the voids between the exterior of the tunnel liner plates and the surrounding earth or rock surfaces shall be completely filled by pressure grouting. In no case shall more than ten lineal feet of tunnel liner be installed without pressure grouting. If soil conditions warrants, or Engineer so directs, pressure grouting shall be performed at closer intervals. The sewer pipe of either clay, concrete, cast or ductile iron pipe shall then be installed to the line and grade shown on the Drawings and blocked into position. No. 5 reinforcing bar hoops with 90 degree hooks each end shall then be placed over the pipe. The sewer pipe shall be bedded in Class "C" concrete or 1:3 grout to the one-quarter point of the outside diameter of the pipe barrel (see details on Drawings). Each end of the tunnel shall then be plugged with a masonry or concrete wall having a minimum thickness of 12-inches. Suitable weepholes, minimum 6-inches square, shall be provided in downstream plug wall near the flow line of the tunnel to afford drainage.

All excavation for pit and tunnel shall be unclassified.

The price bid for tunnel shall include all necessary excavation and sheeting for pit, Highway Protective Services, and all other miscellaneous materials and work required for a complete installation. Carrier pipe to be installed in tunnels shall be paid for at the unit price bid per lin. ft. of pipe installed.

5.45 Boring Method for Sewers: Where called for on the plans, sewers shall be constructed by the boring method using steel casing pipe and installing either cast or ductile iron pipe as the sewer carrying pipe within the casing.

The method of boring shall conform with the best modern practice. "Wet" boring will not be allowed. Entry pits at casing ends shall be solid sheeted and braced. The Contractor shall take all precautions, and shall comply with all requirements as may be necessary to protect private or public property, improvements to same and services of the Railroad Companies and/or the Georgia Department of Transportation. The Contractor shall also comply with the requirements of the Railroad Companies as set forth under Article 5.43 and of the Georgia Department of Transportation as set forth under Article 5.44.

Steel casing pipe shall be manufactured of steel having a minimum yield point (yield strength) of 35,000 psi.

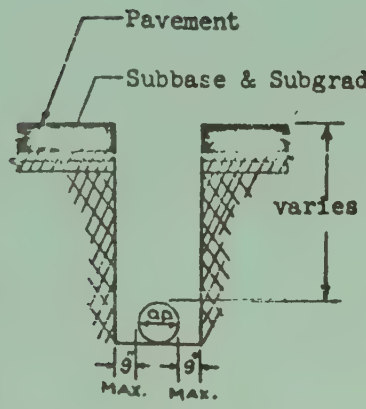
After installation of the casing pipe the carrier pipe shall be installed as detailed on the plans. The casing pipes shall be left in place and each end plugged with a masonry or concrete wall having a minimum thickness of 8-inches. Provide suitable weep holes in downstream plug wall near the flow line of the casing to provide drainage.

All cost of boring and installing casing and appurtenant work shall be included in the price bid per lin. ft. of casing pipe installations. Carrier pipe to be installed in casing shall be paid for at the unit price bid for lin. ft. of pipe installed.

5.46 Measurement for Payment: Measurement for payment of sewer lines will be made along the top of the pipe from center to center of manholes less the length of cast iron or ductile iron pipe sewers constructed on piers, in trenches or in tunnels. Cast iron and ductile iron pipe sewers will be measured for payment for the actual laying lengths constructed of the various sizes, unless lump sum payment is provided for herein. Measurement for payment for Class "B" concrete bedding will be made only at locations, and to limits as authorized by the Engineer, where poor soil conditions are encountered as provided for in the "Bedding of Pipe" paragraph. Measurement for payment for Class "B" concrete bedding and Class "B" concrete encasement will be made to the limits shown. Measurement and payment for all other work will be made in accord with the details shown, as specified, and as provided for in the proper item in the Proposal.

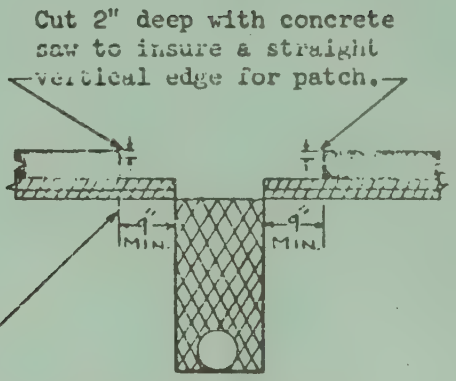
REMOVING AND REPLACING PAVING
STAGE CONSTRUCTION

STAGE (1)



Pavement to be sawed or cut to neat lines as directed by the Engineer

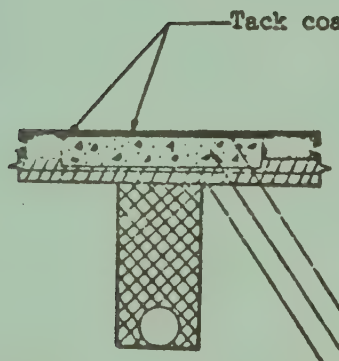
STAGE (2)



Replace material in trench as directed by Engineer. Material to be compacted in layers not to exceed 6 inches.

Remove extra 9 inches of pavement on each side of trench or to visible overbreak which ever is greater.

STAGE (3)



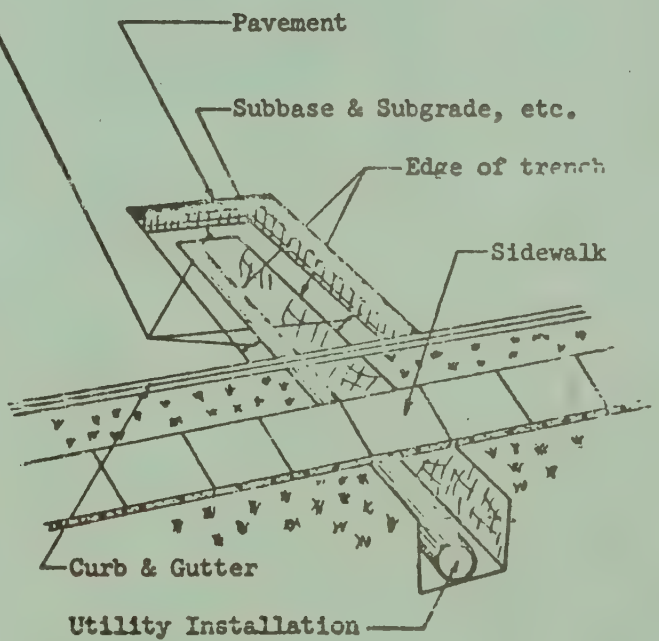
Subbase & subgrade, etc. to be replaced as directed by the Engineer.

*Minimum 8" Class "A" portland cement concrete or Minimum 12" soil cement base.

Top 2" to be replaced as specified

Surfaces to be cleaned and Bituminous tack coat or prime applied before placement of asphaltic top.

STAGE (4)



Procedure same as Stages 1, 2 and 3.

CONSTRUCTION AGREEMENT

STATE OF GEORGIA

CLARKE COUNTY

THIS AGREEMENT , made and entered into on the 2nd day of September, 1977 by and between the Mayor and Council of the City of Athens, party of the first part (hereinafter called the "Owner"), and Abernathy Construction Co., Inc., party of the second part (hereinafter called the "Contractor").

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the drawings and the Specifications hereinafter set forth, which drawings and specifications, together with the Proposal made by the Contractor, the Advertisement for Bids, Instructions to Bidders and Special Provisions, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda annexed hereto, shall form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the drawings, specified and listed in the attached Proposal.

2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner's Engineer and shall fully complete all work hereunder within 180 consecutive calendar days from said date, except as otherwise provided in these documents for extensions of the above time limit. Time is of the essence of this contract and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages the sum of one hundred ($100.00) dollars for each calendar day that he shall be in default of completing the work within the time limit named herein. Because of the difficulty of fixing damages suffered by the Owner on account of such default, damages are herein agreed upon as stated.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of **One Hundred Ninety-One Thousand Nine Hundred Eighty-Four & No/100** Dollars ($ **191,984.00**).

4. No later than the 15th day of each calendar month, as the work progresses the Owner shall make partial payments to the Contractor on the value of labor and materials incorporated into the work and of materials on hand at the site of the work, except cement and materials subject to deterioration, for, and including the last day of the preceding month, less payments already made and less deductions for any unaccepted or defective work.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner so to do, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in six (6) counterparts, each of which shall , without proof or accounting for the other counterparts be deemed an original contract.

WITNESS: (As to Contractor)
Signed and Sealed in the presence of:

Phillip Thurmond

Bapdine Parham

*CONTRACTOR

Abernathy Construction Co., Inc.

By: Lawson Abernathy

Title: Pres.

ATTEST: (SEAL)

Betty M. Allison
Secretary

(SEAL)

J C Fowler
(Recorder)

MAYOR AND COUNCIL OF THE CITY OF ATHENS

By: Lloyd Bentley Jr
(Mayor)

APPROVED AS TO FORM BEFORE EXECUTION

By: [signature]
Attorney , for the Mayor and Council of the City of Athens

*Note: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the Partnership name by one of the partners, with indication that he is a general partner.

PERFORMANCE BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

BOND NO. 0405-40877-009-69

KNOW ALL MEN BY THESE PRESENTS, that we ABERNATHY CONSTRUCTION CO., INC., Cleveland, Georgia, hereinafter known as the "Contractor", as principal, and DEPENDABLE INSURANCE CO., INC. OF Jacksonville, Florida, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens, hereinafter known as the "Owner", in the penal sum of One Hundred Ninety One Thousand, Nine Hundred Eighty-Four--Dollars ($ 191,984.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 2 DAY OF September, 19 77.

WHEREAS, the above bounden ABERNATHY CONSTRUCTION CO., INC. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Installation of Trail Creek Relief Sewer for the City of Athens.

All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said ABERNATHY CONSTRUCTION CO., INC. shall complete the work provided for in said Contract according to terms, and shall save the obligee hereunder free from all costs and charges that may accrue on account of the doing of the work specified in the contract, and shall comply with the laws appertaining to said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND THE FURTHER CONDITION OF THIS OBLIGATION IS SUCH THAT IF ABERNATHY CONSTRUCTION CO., INC., as Contractor, shall fully and faithfully perform the work in accordance with the terms of the annexed contract therefor and the plans and specifications therein referred to, and provide the materials therein called for, and replace defective work or material for a period of one year after the completion of this contract, then this obligation shall be null and void; otherwise they, ABERNATHY CONSTRUCTION CO., INC., as Contractor and DEPENDABLE INSURANCE CO., INC., as Surety, jointly and severally agree to pay the Owner the difference between the sum to which the said ABERNATHY CONSTRUCTION CO., INC., as Contractor, would be entitled in the completion of the Contract, and that which the Owner may be obliged to pay for the completion of the work by Contract or otherwise, and agree to pay any damage, direct or indirect or consequential, which said Owner may sustain on account of such work or on account of the failure of said Contract, properly and in all things to keep and execute the provisions of the Contract.

And the said ABERNATHY CONSTRUCTION CO., INC. as Contractor, and DEPENDABLE INSURANCE CO., INC. as Surety, hereby further bind themselves, their successors, assigns, heirs, executors and administrators, jointly and severally, that they will indemnity and save harmless and will pay all amounts, damages, costs and judgements which may be recovered against, and all expenses incurred by, the Owner and all representatives of said Owner from or arising out of all or any suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or any such suit or claim arising from any other act, omission, negligence or misconduct of the Contractor, his agents, representatives, servants and employees in the performance of said work or of the repair of maintenance thereof, or the manner of doing the same, or the neglect of said Contractor, or agents or servants, or the improper performance of the said work by the Contractor or agents or servants, or the infringement of any patent rights by reason of the use of any equipment or materials furnished under the said Contract, and will also pay any damages for delay in performance within the time agreed, as stated in the Contract; further, failure so to do with such persons, firms, partnerships or corporation shall give them a direct right of action against the principal and surety under this obligation.

As the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Without limiting the effect of any other provisions herein contained, this Bond is to be construed as a statutory bond under the provisions of Section 23-1705 of the 1933 Code of Georgia as amended to date.

IN WITNESS WHEREOF, the said ABERNATHY CONSTRUCTION CO., INC. has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Lawson Abernathy and the said DEPENDABLE INSURANCE CO., INC as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by J. William Rucker Attorney-in-Fact.

(As to Contractor)

Signed, sealed and delivered in the presence of:

Shirley Hummel

Geraldine Parham

*CONTRACTOR (SEAL)

ABERNATHY CONSTRUCTION CO., INC.

By: Lawson Abernathy, Pres
(Name) (Title)
Lawson Abernathy, President

ATTEST:

Betty M. Allison
Secretary

(As to Surety)

Signed, sealed and delivered in the presence of:

Shirley Hummel

Geraldine Parham

SURETY (SEAL)

DEPENDABLE INSURANCE CO., INC.

By:
Attorney in Fact
J. William Rucker

APPROVED AS TO FORM:

City Attorney

COUNTERSIGNED:

By:
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved A C Lawler
City Clerk

BOND NO. 0405-40877-009-69

PAYMENT BOND

CLARKE COUNTY)
) ss:
STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS, that we ABERNATHY CONSTRUCTION CO., INC., hereinafter known as the "Contractor", as principal, and DEPENDABLE INSURANCE CO., INC., Jacksonville, Florida, as surety, are held and firmly bound unto the Mayor and Council of the City of Athens hereinafter known as the "Owner" in the penal sum of One Hundred Ninety-One Thousand, Nine Hundred Eighty-Four dollars And 0071.00---- Dollars ($ 191,984.00) lawful money of the United States of America, to be paid to the Owner, for the use and benefit of the said obligee, and of all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of the contract hereinafter named, for which payment, well and truly to be made, we bind ourselves, our successors and our several respective heirs, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS THE 2nd DAY OF September, 19 77.

WHEREAS, the above bounden ABERNATHY CONSTRUCTION CO., INC. by an instrument in writing, bearing even date, with these presents, has contracted with the Owner to furnish all equipment, tools, materials, skill and labor for the completion of the work covered by the following items of the attached Proposal for Installation of Trail Creek Relief Sewer. All work to be performed in strict accordance with the attached Agreement or Contract and Specifications, which Contract is by reference made a part hereof:

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said ABERNATHY CONSTRUCTION CO., INC. and all subcontractors to whom any portion of the work provided for in the attached Agreement or Contract is sublet and all assignees of the said ABERNATHY CONSTRUCTION CO., INC. and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, material, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suite on said bond, then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Contractor or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) The Principal and Surety hereby designate and appoint the CITY CLERK OF ATHENS, GEORGIA as the Agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to the terms of Section 23-1705 of the 1933 Code of Georgia as amended as all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said ABERNATHY CONSTRUCTION CO., INC. has caused its corporate seal to be hereto affixed, and these presents to be signed in its name by Lawson Abernathy, President and the said DEPENDABLE INSURANCE CO., INC. as surety, has caused its corporate seal to be hereto affixed and these presents to be signed in its name by J. William Rucker, Attorney-in-Fact.

(As to Contractor)

Signed, sealed and delivered in the presence of:

(As to Surety)

Signed, sealed and delivered in the presence of:

ABERNATHY CONSTRUCTION CO. (SEAL)
*CONTRACTOR

By: Lawson Abernathy Pres.
(Name) (Title)
Lawson Abernathy, President

ATTEST:
Secretary

SURETY: (SEAL)
DEPENDABLE INSURANCE CO., INC.

By:
Attorney in Fact
J. William Rucker

APPROVED AS TO FORM:
City Attorney

COUNTERSIGNED:

By:
Resident Agent
(Resident of Clarke County)

*NOTE: If the Principal is a corporation, the bond shall be signed by the President or a Vice-President, attested by the Secretary and the corporate seal affixed. If the Principal is a partnership, the bond shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

Bond Approved A C Lewis

DEPENDABLE INSURANCE COMPANY, INC.

JACKSONVILLE, FLORIDA

BOND NO. 0405-40877-009-69

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Dependable Insurance Company, Inc., a Corporation in the State of Florida, having its principal office in Jacksonville, State of Florida, pursuant to the following applicable paragraphs of Article VIII of the By-laws of the Company:

"The President or a Vice-President may execute fidelity and surety bonds and other bonds, contracts of indemnity, recognizances, stipulations, undertakings, receipts, release, deeds, releases of mortgages, contracts, agreements, policies, notices of appearance, waivers of citation and consents to modifications of contracts as may be required in the ordinary course of business or by vote of the directors, and such execution may be attesed where necessary or desirable and the seal of the company where necessary or desirable may be affixed to the specific instruments by a Secretary or an Assistant Secretary.

The President may with the concurrence of the Secretary appoint and authorize an attorney-in-fact or any other person to execute on behalf of the Company any of said instruments and undertakings and to affix the seal of the Company thereto where necessary or desirable," does hereby make, constitute and appoint

J. WILLIAM RUCKER of ATLANTA, GEORGIA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, as follows:

Specifically and only on bonds executed having indemnification of the Small Business Administration in an amount not exceeding $500,000.00 in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, and to bind DEPENDABLE INSURANCE COMPANY, INC. thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney expires on July 1, 1980.

IN WITNESS WHEREOF, the Dependable Insurance Company, Inc. has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed.

DEPENDABLE INSURANCE COMPANY, INC.

C. Herman Terry

C. Herman Terry, President

H T Nelson

State of Florida
County of Duval ss.

Attest:

H. T. Nelson, Secretary

On this 6th day of June, 1977, before the subscriber, a Notary Public of the State of Florida in and for the County of Duval duly commissioned and qualified, came C. Herman Terry and H. T. Nelson of the Dependable Insurance Company, Inc., to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the By-laws of said Company, referred to in the preceding instrument, are now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Jacksonville, Florida the day and year above written.

Mary Frances Bailey

MARY FRANCES BAILEY
NOTARY PUBLIC, State of Florida at Large
My Commission Expires May 12, 1980

State of Florida
County of Duval ss.

CERTIFICATE

I, the undersigned, Secretary of DEPENDABLE INSURANCE COMPANY, INC. a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that Article VIII of the By-laws of the Company, as set forth in the Certificate of Authority is now in force.

Signed and Sealed at the Home Office of the Company, at Jacksonville, Florida, Dated this 2 day of September A.D., 1977

H T Nelson

Secretary

FORM 302

CHUBB/PACIFIC INDEMNITY GROUP

100 William Street, New York, N.Y. 10038
3200 Wilshire Boulevard, Los Angeles, Calif. 90010

CERTIFICATE OF INSURANCE

Name and address of party to whom this certificate is issued

MAYOR AND COUNCIL OF THE
CITY OF ATHENS
CITY HALL, ENGINEERING DEPARTMENT
ATHENS, GEORGIA 30603

Certificate No.

X FEDERAL INSURANCE CO.
__PACIFIC INDEMNITY CO.
__SUN INSURANCE OFFICE LTD.
__GREAT NORTHERN INSURANCE CO.
__VIGILANT INSURANCE CO.

Name & Address Insured

ABERNATHY CONSTRUCTION COMPANY, INC.
P. O. BOX 625
CLEVELAND, GEORGIA 30528

Name & Address Producer

INSURANCE AGENTS, INC.
TWO NORTHSIDE 75, SUITE 530
ATLANTA, GEORGIA 30318

This is to certify that the Company indicated by X has issued to the Named Insured insurance affording such coverages as are indicated by a specific (X) entry in the Coverage column subject to the terms, conditions, and exclusions of the policy(ies) and that such insurance is in force as of (date)

TYPE OF POLICY	Coverage	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
Standard Workmen's Compensation & Employers' Liability			Eff. Exp.	**Statutory**—In conformance with the Compensation Law of the State of
General Liability—BODILY INJURY				
Premises-Operations	X			
Escalators				$ Each Person
Independent Contractors	X			$ 500,000 Each Occurrence
Products-Completed Operations	X			$ 500,000 Aggregate-Products-Compl. Oper.
Incidental Contractual				
Specified Contractual*				$ Each Person
Blanket Contractual	X	77765101	Eff. 6/7/77	$ 500,000 Each Occurrence
General Liability—PROPERTY DAMAGE			Exp. 6/7/78	
Premises-Operations	X			$ 100,000 Each Occurrence
Escalators				$ 200,000 Agg.-Prem. Oper.
Independent Contractors	X			$ 200,000 Aggregate-Protective
Products-Completed Operations	X			$ 200,000 Aggregate-Products-Compl. Oper.
Incidental Contractual				
Specified Contractual*				$ 100,000 Each Occurrence
Blanket Contractual	X			$ 200,000 Aggregate
Automobile Liability—BODILY INJURY				
Owned Automobiles	X			$ 250,000 Each Person
Hired Automobiles	X			
Non-owned Automobiles	X		Eff. 6/7/77	$ 500,000 Each Occurrence
Automobile Liability—PROPERTY DAMAGE		77765101	Exp. 6/7/78	
Owned Automobiles	X			
Hired Automobiles	X			$ 100,000 Each Occurrence
Non-owned Automobiles	X			

* Coverage is provided for liability assumed by the Named Insured for the contract between the Named Insured and

dated as provided in the contractual liability coverage part attached to the policy.

POLICY CERTIFIED WILL NOT BE CHANGED OR CANCELLED WITHOUT THIRTY (30) DAYS PRIOR NOTICE TO THE CITY OF ATHENS AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

project Number: CD-1-003, Trail Creek Releif Sewer

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

If the policy(ies) is cancelled or changed in such manner as to affect this certificate, the Company will mail to the party to whom this certificate is issued, at the address shown above, 10 days notice of any such change or cancellation.

This certificate shall not be valid unless signed by an authorized representative of the Company.

INSURANCE AGENTS, INC.
Authorized Representative

SET TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

INSURANCE AGENTS, INC.
TWO NORTHSIDE 75, SUITE 530
ATLANTA, GEORGIA 30318

NAME AND ADDRESS OF INSURED

ABERNATHY CONSTRUCTION COMPANY, INC.
P. O. BOX 625
CLEVELAND, GEORGIA 30528

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** FEDERAL INSURANCE COMPANY

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES—OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☐ PRODUCTS/COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY			BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH OCCURRENCE)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	(79)70050661	3/25/79	STATUTORY		
					$ 100	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

PROJECT NUMBER CD-1-003-TRAIL CREEK RELIEF SEWER

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

MAYOR AND COUNCIL OF THE
CITY OF ATHENS
CITY HALL, ENGINEERING DEPARTMENT
ATHENS, GEORGIA 30603

DATE ISSUED: 3/22/78 JE

AUTHORIZED REPRESENTATIVE
LAWRENCE D. COOK, JR.

ACORD 25 (Ed. 2-77)

SET TAB STOPS AT ARROWS

Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

JOHN B. MURRAY INS CO
122 8TH STREET
AUGUSTA, GEORGIA
30902

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** AETNA INS CO

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

ABERNATHY CONSTRUCTION CO
P. O. BOX 625
CLEVELAND, GEORGIA
30528

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES—OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☐ PRODUCTS/COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY			BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH OCCURRENCE)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	94C 37848 CAA	3/25/77 3/25/78	STATUTORY	WC- FOR THE STATE OF GEORGIA	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

PROJECT # CD-1-003

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

or changed

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF ATHENS, GEORGIA
ATHENS CITY HALL
ATHENS, GEORGIA 30603

DATE ISSUED: SEPTEMBER 15, 1977

John B Murray jr

AUTHORIZED REPRESENTATIVE

ORD 25 (Ed. 2-77)

JOHN B. MURRAY INS CO
1122 8TH STREET
AUGUSTA, GEORGIA
30902

ABERNATHY CONSTRUCTION CO
P. O. BOX 625
CLEVELAND, GEORGIA
30528

AETNA INS CO

940 37849 CAA

3/25/77
3/25/78

STATE OF GEORGIA

PROJECT # CD-I-003

10

CITY OF ATHENS, GEORGIA
ATHENS CITY HALL
ATHENS, GEORGIA 30603

SEPTEMBER 15, 1977

I hereby acknowledge receipt of various construction contracts and bid documents for Athens-Clarke County.

Prentice L Gaulden Sr.

8-21-03